

COLLECTIVE AGREEMENT

BETWEEN

BLACK BALL TRANSPORT INCORPORATED

AND

TEAMSTERS LOCAL UNION NO. 31

**JANUARY 1, 2018 TO DECEMBER 31,
2018**

COLLECTIVE AGREEMENT

BETWEEN: **BLACK BALL TRANSPORT INCORPORATED**

(hereinafter called the "Company")

OF THE FIRST PART

AND: **TEAMSTERS LOCAL NO. 31**

(hereinafter called the "Union")

OF THE SECOND PART

GENDER: Wherever the use of male gender is used herein, it shall apply to the female gender where applicable.

ARTICLE 1

Section 1

It is recognized by this Agreement to be the duty of the Union, the Company or its bargaining agent, and the employees to fully co-operate individually and collectively for the advancement of conditions.

Section 2 - Union Co-operation

The Parties agree at all times, as fully as it may be within their power, to further the interests of the industry.

Section 3 - Discrimination Between Employers

The Union, the Company or bargaining agent undertake that no terms more advantageous than those contained herein will be extended to or agreed with any competitor of the Company without first notifying the Company or its bargaining agent of such terms in written form.

ARTICLE 2

Certificate of Bargaining Authority

This Agreement shall relate only to employees and categories of employees referred to in the certificate of bargaining authority held from time to time by the Union, save as hereinafter expressly provided.

ARTICLE 3

Section 1 - Posting of Agreement

The Company will provide a bulletin board in each Company lunchroom or dispatch area for the

posting of this Agreement and for such notices as the Union or Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

Section 2 - Bargaining Authority

All members of the Union shall receive a copy of this Agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been certified or where no certification exists as recognized by this Agreement.

Section 3 - Check-Off

Each new employee when hired by the Company will be informed by the Company that he is to contact the Union office or Shop Steward for the purpose of becoming a Union member and signing an Authorization Card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or assessorial charges levied against him in accordance with the constitution and By-Laws of the Union of which he is a member and so indicated on the monthly or quarterly Check-Off List as provided by the Union to the Company. The Company shall remit same to the Union not later than fifteen (15) days from the date that the deduction was made from the employees' wages.

ARTICLE 4

Union Shop

(a) Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save as hereinafter expressly provided.

(b) Hiring New Applicants:

When additional employees are required, the Company shall give the Union first opportunity to refer suitable Teamsters' members for employment.

In the event that a person, not a member of the Union, shall be taken into employment by the Company, such person shall join the Union within three (3) days of his hiring or be replaced, and all such employees shall be added to the Check-Off List forthwith.

The Company shall furnish to the Union a list of new employees taken into employment by the Company within seven (7) calendar days of their being hired.

ARTICLE 5

Section 1 - Full-Time Employee

An employee shall be a full-time employee of the Company, provided that:

(a) he is hired by the Company as a full-time employee, designated as a full-time employee by the Company;

- (b) he has completed his probationary period and is so notified by the Company;
- (c) he recognizes the Company as his sole employer and makes himself available to the Company for year-round full-time employment;
- (d) he has no other outside employment;
- (e) he is fully qualified in regard to the Company-approved physical examinations or other normal Company requirements.

Section 2 - Permanent Part-Time Employee

A permanent part-time employee shall:

- (a) be a complete and separate classification of employee of the Company, not being full-time employee as contemplated in Article 5, Section 1 hereof;
- (b) be carried on a permanent part-time employee seniority list. This classification will not exceed the minimum of one (1) employee unless it is mutually agreed between the Company and the Union to increase the number of employees in this classification.
- (c) be given first opportunity to qualify as a full-time employee as openings become available, providing he meets all Company qualifications and requirements;
- (d) be given a regular work week schedule and that schedule must contain no fewer hours than any part-time employee;
- (e) be covered under the provisions of the Health and Welfare Plan (Appendix "A") if achieving a minimum of fifteen hundred (1500) hours in any calendar year;
- (f) if achieving a minimum of fifteen hundred (1500) hours in any calendar year be eligible for pension contributions for all hours worked in same calendar year at current year's contribution rate.

Section 3 - Part-Time Employee

A part-time hourly employee shall:

- (a) be all other Union employees of the Company, not being full-time employees as contemplated in Article 5, Section 1, or a permanent part-time employee hereof;
- (b) be carried on a part-time employee's separate seniority list;
- (c) be given first opportunity after a permanent part-time employee(s) to qualify as a full-time employee as openings become available, providing he meets all Company qualifications and requirements;
- (d) not to be covered under the provisions of the Health and Welfare Plan, being Article 21 hereof, provided that in lieu of such coverage, shall receive a Health and Welfare Bonus

payment in the sum of one dollar (\$1.00) per hour worked.

ARTICLE 6

Section 1 - Conflicting Agreements

The Company agrees not to enter into any Agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

Section 2 - Transfer of Company Title or Interest

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union, in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding, not including the financial arrangements thereof.

ARTICLE 7

Section 1 - Seniority

Seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job or jobs.

Section 2

All new jobs or vacancies are subject to seniority and shall be posted in a conspicuous place at all locations for seven (7) days for bids.

Seniority will prevail for the purpose of shift preferential on established shifts, jobs or vacancies, providing the employee is capable, but there shall be no job or shift bumping privileges.

When a full-time employee is laid-off for lack of work, he will then have the right to fill, if qualified and capable in all respects, any position in the other unit, to which his seniority will entitle him.

Section 3

All newly hired employees shall be considered as probationary employees for the first one hundred twenty (120) calendar days of employment. There shall be no responsibility on the part of the Company respecting employment of probationary employees, should they be laid-off for lack of work or discharged during the probationary period. Upon completion of one-hundred and twenty (120) calendar days of probationary employment, such employees shall be entitled to all rights and privileges of this Agreement, and the seniority then shall be calculated from the first day of hire.

Section 4

Part-time employees will not be used to deprive any full-time employees of the conditions of this Agreement.

Section 5

The Company will post and maintain seniority listings. Such up-to-date listings will be posted as of January 1st, April 1st, July 1st and October 1st of each year. Copies of current listings will be provided to the Union. Such lists to state starting date of employee.

Section 6

When an employee's employment is terminated by the Company for proper cause or he leaves by his own choice, he will automatically be struck from the seniority list.

Section 7

In the event that the Company purchases a business or any part thereof, the employees of which are covered by a Collective Agreement with a Local Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the seniority of such employees shall be computed from the date that they respectively first became employees of the business aforesaid.

Section 8

Any employee who has been laid-off for lack of work for six (6) months or more shall be removed from the seniority list and the Company shall be under no further obligation to such employee, except in the case where a lay-off is a direct result of a labour dispute involving another Company, or when the laid-off employee has accrued five (5) years or more seniority in which case seniority will be carried for twelve (12) months.

Section 9 - Leave of Absence

- (a) Any employee on leave of absence engaged in gainful employment without prior written permission from the Company, with a copy to the Union, shall forfeit his seniority rights, and his name will be stricken from the seniority list, and he will no longer be considered an employee of the Company.
- (b) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company, which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit. Notice shall be given to the Union, in writing, prior to the employee leaving the bargaining unit for any period of time.

Employees who have been granted such leave of absence must remain a member of the Union and be covered under all benefits of the Collective Agreement, but shall not perform any duties covered by the bargaining unit. In such appointments, seniority shall be a consideration. The successful appointee shall not have the right to hire and fire during the ninety (90) day leave of absence. At the end of this period of ninety (90) calendar days, the employee must exercise his seniority rights by returning to his former unit or relinquish all

such seniority rights.

ARTICLE 8

Section 1 - Meal Period

The employee shall, by mutual agreement between the Parties hereto, take at least one (1) continuous period for meals at not less than thirty (30) minutes or more than one (1) hour in any one day. Wherever reasonably possible, meal periods will be thirty (30) minutes. Further, no employee shall be required to take more than a thirty (30) minute period, except between the hours of 11:30 a.m. to 1:30 p.m. No employee shall be compelled to take more than one (1) continuous hour during such period, nor compelled to take any part of such continuous hour before he has been on duty three and one-half (3 1/2) hours or after he has been on duty five (5) hours.

Where an employee is required to work in excess of two (2) hours overtime, he shall be entitled to paid time off for the purpose of eating at the end of his regular shift, except in a situation where interruption of work is not practical, in which event the period may be staggered or postponed. Said meal period shall be paid at the applicable overtime rate of pay as provided in Article 22, Section 2 of this Agreement.

Section 2 - Rest Breaks

Any employee shall be entitled to one (1) break of fifteen (15) minutes during both the first half and second half of any shift and where practical, during each two (2) hour period of overtime excepting during that period where a meal period is provided under Section 1 above. A coffee break shall be provided if the overtime worked is to exceed thirty (30) minutes. The commencement of this break may be staggered, but not beyond one-half hour.

ARTICLE 9

Section 1 - Pay Period

- (a) Except as otherwise mutually agreed between the Parties, all full-time employees covered by this Agreement shall be paid not less frequently than on every other Friday, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment. The pay period shall commence each Sunday at 00:01 hours. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payment made to such employee. Such statement shall set forth the dated pay period, the total hours worked, the total overtime hours worked, either time and one-half or double time, the rate of wages applicable and all deductions made from the gross amount of wages. Pay cheques shall be made available before an employee starts his shift, except under circumstances beyond the control of the Company.
- (b) Except where otherwise mutually agreed, immediately prior to an employee leaving on annual vacation, he shall be entitled to receive vacation pay by separate cheque in accordance with Article 23 of this Agreement, for that period of time that he will be absent from work. However, if the employee fails to exercise this entitlement, such vacation pay will be paid to him on the first regular pay day following his return to work.

Section 2

- (a) Part-time employees will be paid not less often than once a week with not more than one day pay holdback and cheques will be mailed to the employee upon request.
- (b) Health and Welfare Bonus payments as contemplated by Article 5, Section 2, Sub-Section (d) hereof shall be paid once monthly.

Section 3

If, as and when an error occurs in an employee's pay cheque and the amount is equivalent to one (1) day's pay or more, he shall be entitled, on request, to a cheque being issued in favour of such employee as soon as possible and not later than the first (1st) Friday following the pay day on which the error was made for such shortage.

Section 4 - Separation of Employment

Except as elsewhere herein provided, upon termination or quitting, the Company shall pay all money due to the employee as soon as possible, but not later than seven (7) calendar days thereafter.

ARTICLE 10

Section 1 - Paid-For Time

All employees covered by this Agreement shall be paid for all time spent in service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work or registers in whichever is later, until he is effectively released from duty.

Section 2 - Bereavement Leave

When death occurs to a member of a full-time employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence, and if he attends the funeral, he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral for a maximum of three (3) days.

Funeral leave is not compensable when the employee is on leave of absence, bona fide lay-off or for days falling outside the employee's regular work week.

An employee's immediate family is defined as an employee's spouse, mother, father, sons and step-sons, daughters and step-daughters, brothers and sisters, mother-in-law, father-in-law, grandfathers and grandmothers, which will also include his spouse's grandparents. Step-father or step-mother will be recognized, provided such step-father or step-mother had the status of the employee's father or mother. A working day lost shall be not more than eight (8) hours for hourly employees. Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

Section 3 - Jury Duty

Any full-time employee who is required to perform jury duty on a day on which he would normally have worked or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of his employment with the Company will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance, and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury duty. The employee will be required to furnish proof of jury service or witness attendance and jury duty pay or witness fees received thereon, and the employee shall be responsible to account to the Company for witness fees received both with a subpoena and subsequently to the service thereof. Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

This clause will have no application for an employee on leave of absence or when receiving benefits under the Health and Welfare Plan, annual vacations, Workmens' Compensation or as otherwise covered in this Agreement.

Section 4

- (a) Any Company-required physical or medical examination shall be promptly complied with by all employees provided, however, the Company shall pay for all such physical or medical examinations or for any time lost as a result thereof during his working hours.
- (b) When a full-time employee is examined by a physician, paid by the Company, and it is found that such employee is not fit to carry on his employment, the paid Company physician shall first consult with the employee's personal physician. If after such consultation, it is found that the employee involved is capable of carrying on in his present class of employment, he will be reinstated forthwith.
- (c) An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages, only because the Company requires a medical examination prior to the employee resuming work.

If such employee is entitled to work under seniority and recall procedures, he will be paid his regular wages for each day or days until he returns to work, provided the Company medical examiner certifies the employee fit to resume work.

Section 5 - Compensation Sickness Coverage

When an employee goes off work ill or on compensation or grievance is involved on his discharge, the Company shall continue to pay both his Health and Welfare fees and Union dues, so that the employee shall be protected to the utmost, provided:

- (i) The employee reimburses the Company for such Union dues' contribution made on his behalf and is at no time more than five (5) months in arrears; and
- (ii) The period of such coverage shall exceed twelve (12) months only by mutual agreement of

the two Parties.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect to his contribution.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

Section 6 - Sick Leave

The sick leave plan does not form a part of the Health and Welfare Plan.

- (a) All regular employees who have one (1) continuous year's service or more shall thereafter accumulate paid sick leave at the rate of one-half (1/2) day per employed month to a maximum of thirty (30) days. The accumulation of paid sick leave shall be based on the following provisions:
 - (i) The employee shall begin accumulation of sick leave at the start of the pay period immediately following the date he completes one (1) year of continuous employment;
 - (ii) The employee must be paid for not less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for one-half (1/2) day in that month including vacation and general holidays;
 - (iii) Employees absent from work due to leave of absence for any reason or sickness and compensation, will not accumulate sick leave during this absence.
- (b) Where any absence, occasioned by sickness or accident is not covered for payment by either the Teamsters'-Transport Health and Welfare Trust Plan or Workers' Compensation, paid sick leave shall be applied as follows:
 - (i) One-half (1/2) day's pay for the first day of absence, provided that day is a regular work day;
 - (ii) One (1) full day's pay for each of the second (2nd) and third (3rd) days of sickness provided those days are regular work days;
 - (iii) A day's pay for employees will be eight (8) hours' pay at the regular hourly rate for his classification;
 - (iv) It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- (c) Any proven abuse of the Sick Leave Provisions will subject the employee to immediate dismissal without recourse to the Grievance Procedure.
- (d) A medical certificate may be required to claim benefits under this provision.

ARTICLE 11

Work Assignments

- (a) The Company agrees to respect the jurisdictional rules of the Union, and shall not direct or require its employees or persons other than the employees in the bargaining unit here involved to perform work of the employees in the said unit. This is not to interfere with bona fide contracts with bona fide Unions.
- (b) In the event that members of a Union other than the Union which is signatory to this Agreement attempt to encroach on the working practices and arrangements as laid down by the Company and that contravene the Union's jurisdiction pursuant to the Certificate of Bargaining Authority, the Union agrees that it shall inform the employees affected of their obligation to carry out the terms and conditions of this Agreement.

ARTICLE 12

Discharge or Suspension Management's Rights

Subject to the terms of this Agreement, all matters concerning the operations of the Company business shall be reserved to the management. The Union recognizes that it is the function of the Company:

- 1. to maintain order, discipline and efficiency;
- 2. to hire, discharge, classify, suspend for proper cause, direct or transfer employees from one classification to another, move employees from one location to another for proper cause;
- 3. to increase and decrease working forces;
- 4. to make or alter from time to time rules and regulations to be complied with by its employees. These rules and regulations to be filed with the Union;
- 5. an employee will receive a copy of any written reprimand or warning letter placed in his files with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any incident causing such written reprimand or warning letter over a period of twelve (12) months will not be used to compound other disciplinary action against the employee.

ARTICLE 13

Section 1 - Protection of Rights

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his duties, to refuse to cross or circumvent a legal picket line recognized by the Union.

For the purpose of this clause, it is agreed that no employee shall be discharged, suspended or

otherwise disciplined for refusing to cross or circumvent a picket line unless it is first declared to be illegal by a court or arbitration board of competent jurisdiction.

Section 2

If, as and when a person, other than an employee within the bargaining unit, operates a piece of equipment across a legal picket line recognized by the Union, it shall not be a violation of this Agreement for any employee in the bargaining unit of the Company to refuse to operate such equipment.

Prior to the extension of the application of the word "circumvent" beyond the action of refusing to cross picket lines or refusing to operate such equipment as mentioned in the paragraph immediately preceding, the Union will first discuss the subject with the association, or as the case may be, the Company. If, as and when a dispute arises, each dispute will be dealt with on an individual basis.

Section 3

The Union shall notify the Company as soon as possible of the existence of such legal picket line as referred to in Sections (1) and (2) hereof.

Section 4 - Controversy With Other Unions

The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

Section 5

It is agreed in the event of a strike among the employees of any other firm with which the Company does business, the Company will not ask its employees to perform any labour they do not ordinarily perform.

Section 6 - Strike or Lockout

It is mutually agreed that there shall be no strike, lockout or slowdown, whether sympathetic or otherwise, during the term that this Agreement shall be in force.

ARTICLE 14

Separation of Employment

Except as elsewhere herein provided, upon discharge, the Company shall pay as soon as possible all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the pay day in the week following such quitting.

ARTICLE 15

Section 1 - Inspection Privileges

Authorized agents of the Union shall have access to the Company's establishment during working

hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule. Permission shall be requested at the Company's office upon arrival, and shall be granted to designated areas.

Section 2 - Shop Stewards

The Union shall elect or appoint a shop steward from among its members in the bargaining unit and shall notify the Company, in writing, forthwith of such appointments and deletions in each year, of those employees so elected or appointed. The Company will recognize the shop steward and not discriminate against him for lawful Union activity. The Company will notify the Union seventy-two (72) hours prior to the dismissal of a shop steward.

Shop stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance Procedure, Steps 1 and 2 and where possible, if it does not interfere with efficient operations, such participation will take place during the regular working shift.

ARTICLE 16

Section 1 - Sanitary Conditions

The Company agrees to maintain adequate clean sanitary washrooms and lunchrooms having hot and cold running water and with toilet facilities. Lockers will be supplied when required in new terminals, Company not responsible for contents. It shall be the responsibility of employees to use lunchroom and washroom facilities carefully and considerately in order to keep them in a clean and sanitary condition and free from unnecessary damage insofar as same may be possible with normal usage.

Section 2 - First-Aid Supplies

The Company shall provide first-aid provisions in accordance with the Workers' Compensation Act.

ARTICLE 17

Section 1 - Union Label

It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place on the glass area of the equipment he is operating. The said label to be a size, not in excess of three (3") by four inches (4") and not to be attached to any area which will impair the vision of the driver.

Section 2 - Uniforms Supplied

Where any employee is required to wear any kind of uniform or coveralls as a condition of continued employment, such uniform or coveralls shall be furnished and maintained by the Company at no cost to the employee. No employee shall be disciplined or discharged for refusing to wear a uniform or coveralls that are not clean or do not fit properly or that do not bear a Union Label.

ARTICLE 18

Posting

Part-time employees shall be notified before quitting time the day previous to their not being required for duty, except as otherwise mutually agreed to by the Parties hereto. Times shall be posted and remain posted until 9:00 a.m. the following day.

ARTICLE 19

Paid-For Day of Accident

If an employee, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid his full day's wages for the day of his injury, providing he is not in receipt of compensation from the Workers' Compensation Board for that day.

ARTICLE 20

Section 1 - Pay for Change in Classification

When an employee is required to do work coming under more than one wage category for two (2) or more hours per day, the higher category shall prevail for the entire day.

ARTICLE 21

Section 1 - Payment of Contributions

The Health and Welfare Plan covering all company employees, members of the Union, as set out in Appendix "A" hereunto annexed and forming part of this Agreement shall continue.

Section 2

The Teamsters B.C. Master Employees Pension Plan covering members of the Union as set out in Appendix "B" hereunto annexed and forming part of this Agreement shall continue.

Section 3

The Company agrees to make remittances to the Union for union dues to the administrator of the health and welfare plan, the administrator of the Pension Plan and the administrator of any other program to which the Company is required to make contributions under this Agreement in accordance with the appropriate Article or Appendix to the Agreement and Appendix "A".

Section 4

The Company agrees to hold, in trust, until remitted all amounts payable in respect of union dues, the health and welfare plan and the pension plan, and any other plan which the Company is obliged to make contributions pursuant to this Agreement and shall be liable as such for failure to remit for any reason including, but not limited to liquidation, assignment for bankruptcy of the Company.

Section 5

The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement covering each of the Health and Welfare Plan, the Pension Plan and any other plan to which the Company is required to make contributions pursuant to this Agreement. The Company further acknowledges, regardless of the terms and provisions of the Trust Agreement under which contributions are received that the trustees shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due to the trustees pursuant to this Agreement.

ARTICLE 22

Section 1 - Wages and Hours of Work

The following minimum hourly rates of pay shall be in force effective during the terms hereinafter stipulated for the classifications covered by this Agreement, namely:

	Current	Jan. 1/18*
Traffic Director, Full time	\$25.63	\$26.15
Traffic Director, F/T Leadhand	\$29.54	\$30.65
Traffic Director, Permanent Pt-Time (based on \$22.34)	\$23.53	\$24.00
Traffic Director, Part-time	\$22.48	\$23.05

*Wage increases are retroactive to January 1, 2018.

All retroactive wages will be paid out to employees within thirty (30) days of the signing of this Memorandum of Agreement.

- (b) There shall be a five (5) day, forty (40) hour work week consisting of five (5) days of eight (8) hours.
- (c) All full-time employees shall be guaranteed forty (40) hours wages per week, exclusive of overtime.
- (d) Any employee who commences work at 6:00 a.m. or prior to 7:00 a.m. shall always be guaranteed eight (8) hours pay.
- (e) The Company may designate any five (5) day work week in the period from Sunday to Saturday, both days included, with any two consecutive days as regular assigned days off for part-time employees.
- (f) (i) Any full-time employee, who is called out to work on a regular work day, shall be paid not less than eight (8) hours pay. Any such employee who is called out to work on a Saturday, sixth shift, or overtime day, shall be guaranteed four (4) hours pay, and if he works in excess of four (4) hours, he shall be guaranteed, six (6) hours,

and if he works in excess of six (6) hours, he shall be paid for eight (8) hours.

- (ii) When a part-time employee is called and reports for duty Monday through Friday, he shall be guaranteed a minimum of four (4) hours pay, and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours, and if he works in excess of six (6) hours, he shall be paid for eight (8) hours.
- (iii) Any employee reporting for duty on a call-out or call-back basis inconsistent with his regular scheduled work day or shift shall be guaranteed a minimum of four (4) hours pay, but after completion of the duty he was called for, he may book-off work with a minimum of two (2) hours pay.
- (iv) To qualify for the benefits of Sub-Section (i), (ii), and (iii) of this Article, this Section, the employee will perform work, within the bargaining unit, in jobs other than his normal or regular job in the event that their services are not required in his normal or regular job.

Posting Regular Shift

- (g) The time of an employee's regular shift for the following week shall be posted or given to him prior to the time he completes his current week's work. In the event of failure to post or give such notice, it shall be presumed that the times of his shift for the following week shall be the same as the current week. An employee shall have the same starting time for each day of the week.

Employment Insurance Folder

- (h) Any employee on lay-off who requests his Unemployment Insurance Folder shall not be considered terminated.

Section 2 – Leadhand

The Company recognizes the services and longevity of Rodney Gardner and Gary Coverdale, and recognizes them as the full-time Traffic Director Leadhands; they shall receive the rate of pay as outlined under Article 22 Section 1 – Wages and Hours of Work. In the event that Mr. Gardner or Mr. Coverdale leave the Company, the decision to replace the Leadhands (chargehands) will be at the sole discretion of the Company.

1. A leadhand (chargehand) shall be an employee who directs the work of others while performing the same work himself. He shall not have the authority to directly hire, fire, suspend or discipline employees. He shall be a member of the Union. Seniority in the unit shall prevail for layoff purposes.
2. Where the Company designates that a leadhand (chargehand) is required, a bid will be posted and the position will be filled with a qualified person that applies for the position.
3. The Company shall have full discretion in the selection of the leadhand (chargehand), however, when qualifications are equal in every respect, the most senior man will be given preference. Such bids for that position will be

posted for forty-eight (48) hours at the location.

Section 3 - Overtime Provisions

The Company shall pay overtime rates of wages to every employee entitled thereto, as follows:

- (a) All time worked over and above eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
- (b) For the first two (2) hours of overtime on any regular day, one and one-half times his regular rate of wages and for all time worked thereafter, the employee shall be paid double his regular rate of wages.
- (c) With the exception of those employed per Article 22, Section 1 (e), the following shall apply:
 - (i) for the first eight (8) hours worked on a Sunday or Statutory holiday, an employee shall be paid double his regular rate of wages. The rate to be paid for the 9th and 10th hour on a Sunday or Statutory holiday shall be three (3) times the regular rate. The rate to be paid for all hours beyond the 10th hour shall be four (4) times the regular rate;
 - (ii) for all employees assigned to a Monday to Friday work week, Saturday and Sunday shall be sixth and seventh shifts;
 - (iii) where any employee works on his regularly assigned rest day, except Sunday, he shall be paid at one and one-half times his regular rate for the first eight (8) hours, two and one-quarter times his regular rate for the ninth (9th) and tenth (10th) hour and three times his regular rate thereafter.
- (d) For the purpose of this Section, the work week shall be from 00:01 Monday to 24:00 hours Sunday. With respect to general holidays, the foregoing overtime provisions are in addition to eight (8) hours wages which shall be paid in any event.
- (e) Overtime shall be allocated wherever possible to capable senior employee in their classification in a voluntary manner provided, however, that upon reaching the bottom of the seniority list, the employee shall be required to work overtime.
- (f) Except in case of emergency or where it is unavoidable, no employee shall work weekly overtime until all regular employees in their unit have worked the full quota of regular hours.

Section 4 - General Holidays

Pay for holidays when not worked shall be as follows:

Employees shall be paid for time not worked at the regular rate on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and in the event a General Holiday is proclaimed by the Federal or the Provincial Government, such holiday shall be observed as a General Holiday. However, in the event a general holiday is not proclaimed by the Federal or Provincial Government, one floater

holiday shall be observed at a time designated by the Company provided the Company gives not less than seven (7) days prior notice and the day observed is a day immediately preceding or following one of a normal rest day, general holiday or vacation period. Notwithstanding the foregoing, the total number of general holidays shall be eleven (11). The rates of pay for these general holidays will be at the regular applicable work time rate.

Employees entitled to these eleven (11) paid holidays shall have been on the payroll thirty (30) calendar days previous to the holiday.

Employees absent from work by reason of accident or illness not in excess of six (6) months shall receive full pay for general holidays as designated herein.

Employees absent from work by reason of leave of absence, discharge, quit or suspension shall not be entitled to general holiday pay.

The employee who is terminated or discharged for just cause within the thirty (30) calendar pay period shall not be entitled to general holiday pay. If an employee who has been laid off temporarily is returned to work within thirty (30) calendar days after the holiday, he shall be entitled to the paid general holiday.

In the event that a general holiday falls on an employee's regular day off, either the day preceding or the day following, such general holiday shall be declared the general holiday, providing that it is consistent with the efficient operation of the business.

ARTICLE 23 – SEVERANCE PAY

1. Severance pay shall apply to any full-time employee who is covered by the terms of this Agreement, provided that his termination arises out of or is attributable to:
 - a. A decrease in the number of jobs due to reduced business,
 - b. The introduction of equipment or any method of operation which reduces the number of employees herein, provided he has (5) five years or more continuous service with the Company
2. Severance pay shall accrue at the rate of one and a half (1.5) weeks' full pay based on an employee's pay rate at the time of the severance, for each year of service commencing with the first (1st) year of service with the Company, to a maximum of fifty-two (52) weeks pay, excepting in instances where the employee chooses to retain his seniority recall rights herein; however, if the employee is not recalled to work within the stipulated period of twelve (12) months, the employee shall receive severance pay as accrued to the date of termination.

ARTICLE 24

Section 1 - Two Weeks Vacation

Upon completion of one year's service, employees shall receive two (2) consecutive weeks vacation with eighty (80) hours pay at their hourly rate of pay in effect at the time they take their vacation or four percent (4%) of annual gross earnings, whichever is the greater. Vacation pay at four percent (4%) shall be paid to all employees with less than one (1) year of service.

Section 2 - Three Weeks Vacation

Any employee completing three (3) years of continuous service at December 31st, 1980 and each succeeding December 31st shall thereafter receive six percent (6%) at the applicable work time rate or one hundred and twenty (120) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 3 - Four Weeks Vacation

All employees with nine (9) years or more of continuous service at December 31st, 1980 and each succeeding December 31st shall thereafter receive eight percent (8) or one hundred and sixty (160) hours, at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 4 - Five Weeks Vacation

All employees with fifteen (15) years or more of continuous service at December 31st, 1980 shall thereafter receive ten percent (10%) or two hundred (200) hours, at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 5 - Six Weeks Vacation

All employees with twenty-two (22) years or more of continuous service at December 31st, 1980 shall thereafter receive twelve percent (12%) or two hundred and forty (240) hours, at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Effective January 1st, 1982 all employees with twenty-one (21) years or more of continuous service at December 31st, 1981 shall thereafter receive twelve percent (12%) or two hundred and forty (240) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

Section 6

Absence by reason of accident or illness shall be counted as hours worked in the intervening years between an employee's first year and final year of employment. In any such year, the employee will be credited with a maximum of five hundred (500) hours for such absence if he has less than one thousand and five hundred (1,500) hours of work in that year to qualify for vacation herein stipulated.

In any year where an employee has not qualified for a full vacation as a result of accident or illness, he will still be credited with a year of service to determine future vacations.

Section 7

Fifteen hundred (1500) hours shall constitute a year's service, but no employee will be permitted to accumulate more than one year of service, or any additional fraction thereof, in any single calendar year, however, General Holidays shall count as hours worked.

Section 8

- (a) A calendar year shall be the period between January 1st and December 31st.
- (b) Where the date of commencement of employment is the anniversary date for the purpose of calculating annual vacations, employees shall receive vacations in accordance with the provisions contained in Sections 1 and/or 2 and 3, 4, 5 and 6 of this Article.
- (c) Irrespective of whether vacation benefits are calculated on the basis of (a) or (b) of this Section, vacation pay cheques will be issued to all employees in accordance with the provisions of Article 9, Section 1 (b) of this Agreement.
- (d) An employee hired after January 1st in any year, and who does not qualify for a full annual vacation, shall be paid an amount equal to four percent (4%) of his total wages from date of employment to December 31st of that year, employee then to work a full year before receiving a full annual vacation with pay. Time off (without pay) will be allowed during this year with such time off being calculated on the basis of holiday pay.
- (e) Employees who receive their vacation pay on the percentage basis shall be paid the appropriate percentage of gross income shown on their T4 income tax statement. At the same time T4 slips are made available, the employer shall type on the amount of Union dues paid by each Union member in that year.

Section 9

- (a) All employees entitled to more than two (2) weeks vacation may receive them in one continuous period only if they take their vacation in the off-season. The Union and the Company may, however, waive this provision where an employee requests, for compassionate reasons, that he be granted all of his vacation continuously, within the prime season. Prime season - May 15th to September 30th.
- (b) Employees entitled to three (3) weeks vacation, but whose seniority is such that they would not otherwise qualify for a vacation in the prime season shall be given one week in that season.
- (c) Employees, with the exception of those described in (b) above, requesting a vacation during the prime season, shall receive two (2) weeks in one continuous period. The remainder of the vacation to which such employee is entitled shall be given during the off-season.
- (d) Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the business. Vacation lists shall be posted on or before January 31st of each year.
- (e) Vacation period to start on completion of employee's normal work week and end on the first day of his normal work week on the completion of his vacation.
- (f) Where an employee has less than fifteen hundred (1,500) hours and is terminating employment, voluntarily or otherwise, he shall receive 4%, 6%, 8%, 10% or 12% of his earnings in lieu of the holidays to which he is entitled.

- (g) Unless otherwise mutually agreed between the Company and the employee, every employee shall be notified at least fourteen (14) days prior to being required to take any vacation period. Once vacation periods are established, the time shall not be changed, except where mutually agreed between the employee and the Company.
- (h) Any employee who accepts gainful employment while on vacation may be terminated.
- (i) Any regular employee receiving a differential or premium pay on a regular basis, this differential or premium pay will become part of his regular hourly rate of pay and shall be paid on all General Holidays and annual vacations.

ARTICLE 25

Maintenance of Standards

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

Higher rated Union employees shall be subject to all the terms and conditions of this Agreement.

ARTICLE 26

Section 1 - Savings Clause

If any Article or Section of this Agreement or of any riders hereto should be held invalid by operation of law or by an tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2 - Negotiations for Replacement of Articles Held Invalid

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 27 following.

ARTICLE 27

Marginal Notations

The marginal section and article headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 28

Section 1 - Grievance Procedure

Whenever any dispute arises between the Company and the Union, or between the Company and one or more employees, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedure:

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company Supervisor.

Time limit to institute grievance:

- (a) terminated or lay-off - ten (10) days
- (b) all others - thirty (30) days

However, such employees will be entitled to representation by a shop steward or a Union representative.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between a representative of the Local Union or Shop Steward and the Company Supervisor.

Step 3: Failing settlement under Step 2, such grievance and/or any question, dispute or controversy that is not a kind that is subject to Steps 1 and 2, shall be taken up between two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements, in writing, setting forth their respective positions relative to the matter in dispute.

Step 4: Failing settlement under Step 3, either party may refer the matter to an agreed-upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

Section 2 - Minister of Labour

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and Statutory Holidays) after one party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

Section 3 - Arbitrator's Decision

The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturdays, Sundays and Statutory Holidays) following completion of the hearing and his decision will be final and binding on the two parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

Section 4 - Costs

The cost of the arbitrator will be borne equally by the Union and by the Company.

Section 5 - Meeting Chairman and Minutes

Under Step 3, the Company will act as Recording Secretary and will furnish the Union with a copy of any such Minutes. All copies of Minutes will be signed by both the Union and the Company representative(s) Under Step 3, the Meeting Chairman will be rotated between the Union and the Company.

ARTICLE 29

Section 1 - Term of Agreement

This Agreement shall be for a term period from and including January 1st, 2018 to and including December 31st, 2018. Either party to this Agreement may, within four months immediately preceding December 31st, 2018 give to the other party written notice to commence collective bargaining.

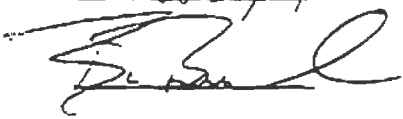
Section 2

After expiry of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under (Part 5 of the Canada Labour Code) including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement, will be observed and not varied, accepted by the Parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

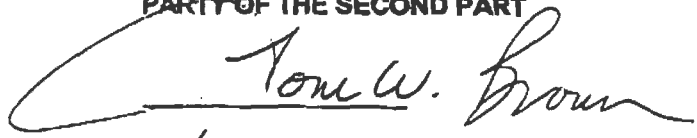
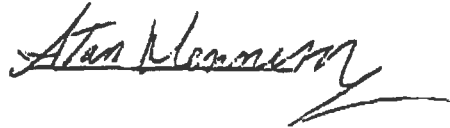
DATED THIS 22 DAY OF March, 2018.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED ON BEHALF OF THE PARTY OF THE FIRST PART

March 22/2018


SIGNED ON BEHALF OF THE PARTY OF THE SECOND PART


Tom W. Brown

Alan Macnamara

APPENDIX A

**TEAMSTERS' NATIONAL BENEFIT PLAN
Plan A**

1 - Participation

It is agreed that the Company will participate throughout the life of the Agreement in the Teamsters' National Benefit Plan (the Plan) as amended from time to time.

Section 2 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

Section 3 - Trust Agreement

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the Trust Agreement), established July 1, 1971 and revised on November 26, 1990.

The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement.

Section 4 - Plan Administration

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation. Benefits provided will be determined by the Trustees and will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

Section 5 - Eligibility Conditions

(a) Any member of the Union who is a regular employee on the date of this Agreement shall join the Plan on the first day of the month following the date of this Agreement.

(b) Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee becomes a regular employee.

(c) Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company, and who becomes a regular employee, shall join the Plan on the later of his date of hire or the day following termination of his previous coverage.

(d) If an employee whose coverage has been terminated due to lay-off or any other temporary interruption of work, is recalled and works a minimum of one shift, coverage for the weekly

indemnity and long term disability benefits will commence on the date of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.

(e) For the purposes of this Appendix "A", a regular employee or member of the Union hired pursuant to this Agreement, shall include a dependent contractor as defined in the appropriate section(s) of this Agreement.

(f) Notwithstanding the provisions of this section, any employee not covered under the Plan who is absent from work due to layoff, leave of absence, disability or any other temporary interruption of employment on the date coverage would normally take effect shall not be eligible to become covered until the date on which he returns to active employment and works one shift. Coverage for all benefits except weekly indemnity and long term disability will be established as of the first day of the month in which the return to work occurs. Weekly indemnity and long term disability benefits will be established as of the date of return to work.

Section 6 - Rehabilitative Employment

Any employee who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the Board of Trustees and the Company return to work on a trial basis, either on full or limited duties without right or entitlement to coverage under the Plan other than would have been provided had such return to work not have occurred.

During such periods of "rehabilitative employment", it is agreed that:

- (a) The employee will be paid by the Company at his normal rate of pay for hours worked.
- (b) The duration of such rehabilitative employment shall exceed thirty (30) days only by mutual consent of all parties.

Section 7 - Benefits

Benefits provided by the Plan are established by the Board of Trustees. Benefits currently provided are:

- (a) Group Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Weekly Indemnity
- (d) Long Term Disability
- (e) Dental
- (f) Extended Health
- (g) Medical Services Plan of BC (administration)

The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

It is understood that, should the provision of Medical Services Plan of B.C. coverage be removed from the Plan, the Employer will be fully responsible for providing such coverage, and that the cost of such coverage will be paid for by the Employer. It is further understood that entitlement to coverage for Medical Services Plan of B.C. coverage will be identical to entitlement to coverage under the Plan.

In the event that the Plan's weekly indemnity benefit is maintained at a level that will allow the Company to qualify for premium reduction under the Employment Insurance Act, the employees' share of such reduction (5/12) shall be retained by the Company as payment in kind for benefits provided.

Section 8 – Costs

The Company shall contribute one hundred percent (100%) of the contribution rate established by the Board of Trustees for any month in which any employee is covered by the Plan for one day or more.

Section 9 - Payment of Contributions

(a) Contributions will be made on a calendar month basis for each eligible employee and the Company shall remit the total contribution to the Plan not later than the twentieth (20th) day of the month for which coverage is being provided.

(b) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.

(c) The Company agrees that the Trustees of the Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.

(d) The Company agrees that, if contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees but not to exceed 2% per month from the date such contributions were due to the date of receipt by the Union or the Plan Administrator.

(e) The Company agrees that, if the Union or the Trustees of the Plan incur any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the applicable Trustees for such costs.

Section 10 - Termination of Coverage

Except as provided under Section 5, subparagraph (e), hereunder,

(a) All coverage under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.

(b) If employment is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of employment and all other coverage will terminate at the end of the month in which termination of employment occurs.

(c) It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible

for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.

Section 11 - Failure to Remit Contributions

It is agreed that, if the Company fails, due to reasons other than clerical error, to remit contributions due under this Agreement on behalf of any eligible employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Benefit Plan but would have received had the Company remitted the required contributions. In the event of clerical error, the Company shall be liable for the payment of any benefits for which the Trustees are unable to obtain insurance due to late application.

Section 12 - General

- (a) It shall be the responsibility of the Trustees of the Plan to provide all necessary enrolment and administrative forms to the Company and, when necessary, the employee.
- (b) It shall be the responsibility of the Company to complete an Employer Authorization form enrolling eligible employees on the Plan. The employer shall provide the employees with the Member Data form necessary for dependent coverage and beneficiary appointment. Forms required to make claim under the Plan shall also be made available.
- (c) It shall be the responsibility of the employee to cause the Member Data form and claim forms to be completed and submitted to the Plan.
- (d) It shall be the responsibility of the Company to promptly provide the Plan with payroll information necessary for the adjudication of disability claims.

APPENDIX "B"
TEAMSTERS NATIONAL PENSION PLAN

Section 1 - Participation

It is agreed that the Company will participate throughout the life of the Agreement in the Teamsters' National Pension Plan (the Plan) as amended from time to time.

Section 2 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

Section 3 - Trust Agreement

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the Trust Agreement), established January 1, 1982 and amended by the Trustees from time to time.

The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement.

Section 4 - Plan Administration

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation.

Section 5 - Eligibility Conditions

(a) Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee becomes a regular employee.

(b) Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company, and who becomes a regular employee, shall join the Plan on the later of his date of hire or the day following termination of his previous coverage.

It is understood that any person who is not subject to the terms of this Agreement, or any person employed on the basis of being a dependent contractor is not eligible to participate in this Plan.

Section 6 - Benefits

Benefits provided by the Plan are established by the Board of Trustees.

Section 7 - Contributions

(a) The cost of contributions to the Plan shall be borne wholly by the Company.

(b) The Company shall contribute in respect of each employee in accordance with the following:

Effective Date	Cents Per Hour		
1 January, 1982	15 cents	1 January, 1986	75 cents
1 July, 1982	30 cents	1 January, 1987	75 cents
1 January, 1983	35 cents	1 January, 1988	75 cents
1 July, 1983	50 cents	1 January, 1989	75 cents
1 January, 1984	55 cents	1 January, 1990	90 cents
1 July, 1984	60 cents	1 January, 1992	\$1.05
		1 January, 1993	\$1.20
		1 January, 1994	\$1.35
		1 January, 1995	\$1.50
		1 January, 1996	\$1.65
		1 January, 1997	\$1.80
		1 January, 1998	\$2.30
		1 January, 2000	\$2.60
		1 January, 2001	\$2.90
		1 January, 2002	\$3.52
		1 January, 2006	\$4.02
		1 January, 2007	\$4.30
		1 January, 2008	\$4.50
		1 January, 2010	\$4.75
		1 January, 2011	\$5.00
		1 January, 2012	\$5.50
		1 January, 2015	\$6.00
		1 January, 2016	\$6.00
		1 January, 2017	\$6.00
		1 January, 2018	\$6.00

(c) The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- All hours worked
- Periods of Paid vacation
- Jury Duty
- Sick Leave (under the Sick Leave Provision of this Agreement)
- Bereavement leave
- Statutory holidays
- Special personal floating holiday
- Accumulated Time Off
- Periods of Banked Overtime

No contributions are required to be paid for:

- Change in shift penalty
- Call time - where a call involves a four hour minimum embodying call time and hours worked, contributions are only required for hours worked.

- Severance allowance.
 - Non-work hours as described in Section 8, hereunder.
- (d) In no case shall the employer remit hours in excess of 40 hours per week or 2080 hours per year.
- (e) (i) Contributions shall be made on a calendar month basis for each eligible employee and the Company shall submit the total contribution to the Trust aforesaid, not later than the 20th day of the following month.
- (ii) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.
- (iii) The Company acknowledges that the Trustees of the Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
- (iv) The Company agrees that, if contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees but not to exceed 2% per month from the date such contributions were due to the date of receipt by the Plan Administrator.
- (v) The Company agrees that, if the Union or the Trustees of the Plan incur any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the Trustees for such costs.

Section 8 - Non-Work Hours

In order that the Trustees may properly adjudicate any pension credits that may be due to an employee during periods of absence from work due to disability, the Company agrees to provide, on a monthly basis, a report of all hours of work lost by any employee due to disability for which the employee is receiving temporary time loss benefits from the Workers Compensation Board, Weekly Indemnity or Long Term Disability Benefits under a group insurance plan provided pursuant to this Agreement or Maternity / Parental or Disability Benefits under the Employment Insurance Act.

This report shall be provided no later than the 20th day of the month following the month in which the employee suffered loss of hours due to disability or maternity.

APPENDIX "C"

TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Local No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31.

The Employer shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

This payment will be independent and separate from any other payment made to Teamsters Local Union No. 31.

LETTER OF UNDERSTANDING

BETWEEN: BLACK BALL TRANSPORTATION INC.
AND: TEAMSTERS LOCAL UNION NO. 31
RE: NEW HIRE RATE

During the course of negotiations, the Company raised the concern about the need to have a New Hire rate for part-time employees. The following is what was agreed to between the parties:

The new hire rate for part-time employees will be \$19.75 for the life of the collective agreement. A part-time new hire employee will move to the part-time rate of pay once he has completed one year of service on his anniversary date.

The Company further agreed that when allocating hours for part-time employees, the basis of seniority and qualifications will be the primary consideration. Part-time new hire rated employees are not intended to take unnecessary hours away from part-time employees. Should there be a dispute pertaining to hours of work of a part-time employee, the method to resolve this will be through the grievance procedure.

DATED THIS 22 DAY OF *March*, 2018

FOR THE COMPANY

FOR THE UNION

March 22/18
