

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**OVERLAND WEST FREIGHT  
LINES LTD.**

**MISSION TRANSFER LTD.  
WEST ARM TRUCK LINES LTD.  
RHS SUPPLY LTD.**

**AND**

**TEAMSTERS LOCAL UNION NO.  
31**

**AUGUST 31, 2017 TO  
DECEMBER 31, 2021**

**COLLECTIVE AGREEMENT  
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Collective Agreement

**BETWEEN:** OVERLAND WEST FREIGHT LINES LTD. SURREY BC  
MISSION TRANSFER LTD. SURREY B.C.  
WEST ARM TRUCK LINES LTD. SURREY B.C.  
RHS SUPPLY LTD. SURREY B.C.

(hereinafter called the "Company")

**OF THE FIRST PART**

**AND:** TEAMSTERS LOCAL UNION NO. 31

(hereinafter called the "Union")

**OF THE SECOND PART**

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

ARTICLE 1

**Section 1 - Recognition**

It is recognized by this Agreement to be the duty of the Union, the Company or its bargaining agent and the employees and dependent contractors 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.

ARTICLE 2

**Section 1 - Certificate of Bargaining Authority**

The Company agrees to recognize the Union as the Sole Bargaining Agent for:

All Drivers, Owner Operators, and Drivers of Owner Operators of Overland West Freight Lines Ltd, Surrey B.C., Mission Transfer Ltd., Surrey B.C., West Arm Truck Lines Ltd., Surrey B.C., and RHS Supply Ltd., Surrey B.C. performing in-town city work at and from 11398 Bridgeview Drive, Surrey British Columbia, excluding warehouse workers, office staff, dispatchers, salespersons, supervisors, managers, those above the rank of manager and those excluded by the Code.

**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 and dependent

contractor and driver of dependent contractor in the unit for which the Union has been certified. The Union shall be responsible for the printing of these Collective Agreements so that each and every employee and dependent contractor of the Company will receive a copy.

### 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 - Check-off**

Each new employee and dependent Contractor 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 the authorization card authorizing the Company to deduct from his earnings union initiation fees, union dues and/or other assessorial charges as 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 (15) days from the date that the deduction was made from the employee/dependent contractor's wages.

#### **Section 3 - Union Shop**

Every employee, dependent contractor and driver of dependent contractor 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/contract with the Company, save as hereinafter expressly provided.

When additional employees are required within an area which is serviced by a permanently established and operating Union Hiring Hall, the Company shall, where possible, give the Union first opportunity to supply suitable members for employment.

In the event that a person, not a member of the Union, is hired by the Company, such person shall make application to join the Union and shall join the Union within three (3) days of his hiring and shall be added to the checkoff list forthwith.

The Company shall furnish to the appropriate Union area office designated in writing by the Union a list of new employees and dependent contractors hired by the Company, within seven (7) calendar days of their being hired.

#### Section 4 - Union Security

(a) Every motor vehicle and every piece of mobile equipment used by the Company, categories of which are set out in Appendix "A", whether owned by the Company or leased by the Company, shall be operated by a member of the Union unless:

- (i) The Company shall have the right to use dependent contractors, provided it does so in accordance with the Collective Agreement and such dependent contractor becomes and remains a member of the Union in good standing and be bound by all Company rules and regulations the same as if he were a Company employee, and
- (ii) Dependent contractors will maintain paying the drivers of dependent contractors wages, WCB, EI, CPP and vacation percentage. As of January 1, 2018, the Company will maintain the Teamsters National Benefit Plan for drivers of dependent contractors going forward.

(NOTE: Whenever the term "dependent contractor" is used in this Article it means an owner operator who drives his own equipment.)

- (iii) In no event shall there be more than one (1) dependent contractor on a truck. Where there is currently drivers of dependent contractors, this practice shall be discontinued, however, the current drivers of owner operators will be red-circled (as of date of ratification). If an owner of multiple trucks either resigns or his employment with the Company is terminated, he must remove all trucks permanently from operation at the Company. If any driver of a dependent contractor whose truck(s) are being removed from employment with the Company wishes to purchase said truck from the dependent contractor, he may do so on a one-time only basis; he will then be placed on the bottom of the Group 3 seniority list with the Company.

In the event the Company reduces the number of city units within a branch, the owner operator unit shall be the first laid off.

- (iv) Dependent contractors will not be used in a manner that will cause a layoff of Company equipment and/or Company drivers.
- (v) The Company will not use line drivers in city pickup and delivery work to reduce the regular hours of employees and dependent contractors where the Company maintains an established terminal. However, the Company may utilize rented or dry lease city pickup and delivery equipment provided it is operated by Company employees covered under the conditions of this Agreement, and does not have the effect of reducing the number of pickup and delivery equipment at that terminal.

- (b) Company drivers/yard hostlers will maintain working in the warehouse as needed.
- (d) The Company agrees not to contract out any work normally performed by employees and dependent contractors covered by this Agreement if any employee or dependent contractor is on lay-off for lack of work at the time such contracting out is introduced or if the contracting out would cause the lay-off of any employee or dependent contractor.
- (e) Provided capable employees are available, all suitable equipment must be in use before additional equipment can be leased or hired.

#### **ARTICLE 4           DEPENDENT CONTRACTORS**

##### **Section 1   -   Definition**

A dependent contractor (which for the purposes herein, shall include owner/operator) is the owner and/or purchaser and, except as permitted herein the exclusive operator of equipment supplied for the Company's services pursuant to this Article and Appendix "C".

##### **Section 2   -   Retaining Services**

The Company may engage the services of dependent contractors provided the following conditions are complied with:

- (a) A Dependent Contractor's Agreement, as provided in Appendix "C" attached hereto and forming part of this Agreement, is entered into between the Company and the dependent contractor prior to the dependent contractor performing any services for the Company and, in respect to those dependent contractors now engaged by the Company not later than fifteen (15) days following the signing of this Agreement. Signed copies of Appendix "C" shall be forwarded to the Union forthwith.
- (b) The dependent contractor shall become and remain a member of the Union in accordance with Article 3, Section 2 and 3 herein. He shall be identified on a checkoff list as a City dependent contractor, either as a line driver, local cartage.
- (c) A separate seniority list shall be posted at the terminal showing the names and truck numbers of all dependent contractors. This list shall be categorized as Tractor or Straight Truck. Drivers of dependent contractors shall be identified by an asterisk beside their name. A copy of such list shall be forwarded to the Union forthwith in accordance with Article 7, Section 7.
- (d) The dependent contractor shall personally and exclusively operate the equipment supplied pursuant to this agreement with the Company. Should a dependent contractor require a Replacement Driver on his truck for reasons of illness, compensation or leaves of absence, said replacement driver will not accrue seniority but will hold seniority for dispatch

purposes only, to a maximum leave of six (6) months. Driver to pay service fee(s) to Local 31 in the equivalent of operator's dues. Wages to be paid by the dependent contractor. Should the driver become eligible for health and welfare benefits, the dependent contractor shall pay one hundred percent (100%) of premiums.

- (e) The Company shall not use outside hired cartage or drayage until all employees & dependent contractors have reported to work within their classification.
- (f) Outside hired cartage shall not be used to deprive regular employees and dependent contractors from their hours of work.

### **Section 3 - Increases, Decreases in Services**

- (a) In the application of (a) of this Section the branch shall be defined as follows:
  - (i) City Operations
  - (ii) USA Operations
- (b) The Company shall not engage the service of a dependent contractor to replace or displace any regular employee.
- (c) All employees and dependent contractors shall be bound by the maximum hours of work as prescribed by Labour Canada in the Safety Code and/or the U.S. Department of Transport and this Collective Agreement, or any legislated changes that occur during the term of this agreement.

### **Section 4 - Company Not Lessor**

Under no circumstances shall the Company or a subsidiary or representative of the Company, either directly or indirectly, be a lessor, vendor or seller of equipment to a dependent contractor, nor shall the Company directly or indirectly specify a lessor of equipment to a dependent contractor as a condition of entering into an agreement with a dependent contractor.

### **Section 5 - Industry Standards**

- (a) All Parties to the Agreement will exert every legal and ethical effort, individually and collectively, to promote the standards set forth in the foregoing and as contained in Appendix "C", in every instance where the services of a dependent contractors are utilized within the industry.
- (b) The dependent contractor and the Company must conform to not less than the minimum standards and practices as established by this Agreement regarding monetary compensation, hours of work and general working conditions.

## **Section 6 - No Mandatory Source**

Under no circumstances shall the Company, directly or indirectly specify a mandatory source of tires or maintenance to be used by a dependent contractor as a condition of entering into a contract with a dependent contractor.

## **ARTICLE 5**

### **Section 1 - Regular Employee**

A regular employee shall be considered as such an employee of the Company when:

- (a) he has completed his probationary period
- (b) he makes himself available to the Company for full time employment
- (c) he has no other outside employment, except where such employment may be specifically permitted under the provisions of this Agreement
- (d) it shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay-off, provided the employee complies with sub-section (b) herein
- (e) when a Company tries to contact any regular employee who is either on lay-off in excess of two weeks or has failed to report for duty within twenty-four (24) hours of contact, and cannot be contacted by telephone regarding his availability for employment, the Company will then make final contact by registered mail, with copy to the Union. Failure to then contact the Company with sufficient justification may then constitute grounds for dismissal

## **ARTICLE 6**

### **Section 1 - Conflicting Agreements**

The Company agrees not to enter into any agreement or contract with employees of the Company, members of the Union, or dependent contractors 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 financial arrangements thereof.

### **Section 3 - Protection of Conditions**

It shall be a violation of this Agreement for the Company to require that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business as a condition of continued employment.

### **Section 4 - New Equipment and Classifications**

Prior to any new types of equipment and/or new classifications of employment for which rates of pay are not established by this Agreement are put into use, the Company shall advise the Union as far in advance as possible, and not less than thirty (30) days prior to implementation, the matter shall become the subject of discussion between the Parties for rates governing such equipment and classifications of employment. The Company and the Union shall finalize within thirty (30) days after such implementation a rate to be established and such rate to be retro-active to date of implementation.

## **ARTICLE 7**

### **Section 1 - Seniority**

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

### **Section 2**

All new jobs and vacancies are subject to seniority and shall be posted promptly for seven (7) days in a conspicuous place at the terminal, stating the job description. All regular full time employees and dependent contractors and drivers of dependent contractors shall be entitled to bid on such postings and the Company shall designate, on the original posting, the successful bidder within three (3) working days of the closing date of the posting. Any regular full time employee or dependent contractor or driver of dependent contractor absent by reason of accident, sickness or vacation, shall have the opportunity to bid on such job posting or vacancy within three (3) days after he returns to work, provided he is capable.

Provided the employee and/or dependent contractor/driver of dependent contractor is capable and is given the opportunity to demonstrate his capability, seniority shall prevail in the appointments to new jobs or vacancies and, except by mutual agreement of the Parties hereto, for the purpose of shift preferential on established shifts. Starting times preference shall be given to senior employees on established shifts and operators of mobile equipment will be given this preference wherever practical. Except where a job or shift has been discontinued, there will be

no job or shift bumping privileges. Senior employees shall be given preference to fill vacancy on differential rated equipment if qualified.

### **Section 3**

Seniority shall be terminal wide and there shall be three (3) separate groups.

Group #1: Company City Drivers/Shunt Drivers

Group #2: Dependent Contractor Tractors.

Group #3 Dependent contractor straight trucks and drivers of dependent contractors

When an employee/dependent contractor/driver of dependent contractor is laid-off for lack of work, he will then have the right to fill, if qualified and capable in all respects, provided he has been given the opportunity to demonstrate his capability, any position to which his seniority will entitle him.

### **Section 4**

All newly hired employees and dependent contractors shall be considered probationary for the first forty five (45) days worked. There shall be no responsibility on the part of the Company in respect of probationary employees and or dependent contractors should they be laid-off for lack of work or discharged during the probationary period. However, the Company shall inform the probationary employee or dependent contractor as to whether he has been discharged or laid-off and the reasons therefor.

Upon the conclusion of any probationary period, the dependent contractor or employee's name shall forthwith be placed on the seniority list, effective from the first day of employment of the forty-five (45) working day period, and they shall be entitled to all rights and privileges as provided in this Agreement with the exception of those as specified i.e. Health and Welfare and Pension Plan provisions.

### **Section 5**

If, as and when terminals are closed down or partially closed down or amalgamated or moved to another location, the seniority of such employees shall immediately become a subject of discussion and failure of the Parties to agree may be submitted to the Grievance Procedure hereinafter provided for a final decision.

### **Section 6**

Casual employees will not be used to deprive any of the regular employees the conditions of this Agreement.

## **Section 7**

Within the terminal, the Company will post and maintain seniority listings. Such up-to date listings will be posted as of January and July of each year. Copies of current lists will be provided to the Union. Such lists to state starting date of the employee or dependent contractor or driver of dependent contractor.

## **Section 8**

When an employee's employment is terminated or a dependent contractor's contract 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 9**

In the event that the Company purchases a business or any part thereof, the employees or dependent contractors 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/dependent contractors shall be computed from the date that they respectively first become employees or dependent contractors of the business aforesaid.

## **Section 10**

Any employee or dependent contractor or driver of dependent contractor who has been on lack of work lay-off for one (1) year or more shall be removed from the seniority list and the Company shall be under no further obligation to such employee or dependent contractor or driver of dependent contractor 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 or dependent contractor or driver of dependent contractor has accrued five (5) years or more seniority in which case seniority will be carried for eighteen (18) months.

Any employee on lay-off who requests his Record of Employment shall not be considered terminated.

## **Section 11 - Leave of Absence**

- (a) (i) When the requirements of the Company's services will permit any employee or dependent contractor or driver of dependent contractor hereunder upon written application to the Company with a copy of said application to the Union, may if approved by the Company, be granted a leave of absence in writing (with a copy to the Union) for a period of thirty (30) calendar days. Upon six (6) months prior notification an employee or dependent contractor or driver of dependent contractor may request every three (3) years and may be granted up to thirty (30) days leave of absence and in the case of an employee it may be in conjunction with his holidays. When

considered by the Company, approval or rejection is to be given in writing with a copy to the Union, within thirty (30) calendar days, and if approved such approval may not be withdrawn except by mutual consent of the employee or dependent contractor or driver of dependent contractor and the Company. Under such leaves the employee or dependent contractor or driver of dependent contractor will retain and accrue seniority only.

- (ii) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing, and seniority will accrue during such extensions.
  - (iii) Any employee or dependent contractor or driver of dependent contractor hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority, and his name will be stricken from the seniority list, and he will no longer be considered as an employee or dependent contractor or driver of dependent contractor of the Company.
  - (iv) If an employee, employed in a classification requiring a drivers license, suffers the revocation of his drivers license, he will be re-classified, provided he is capable and work is available and such work will not result in the bumping of regular employees. If such employee cannot be re-classified, the Company may grant a leave of absence to such an employee who has suffered a revocation of his drivers license of up to twelve (12) months duration in writing with a copy to the Union. The employee may only take advantage of this section once while in the employ of the Company.
  - (v) Any employee or dependent contractor or driver of dependent contractor requesting leave of absence for compassionate reasons shall not be unreasonably denied such request.
  - (vi) If a regular employee for certified health reasons is unable to perform the work in his regular job, the Company may grant a leave of absence to such an employee.
- (b) When an employee or dependent contractor within the bargaining unit covered by this Agreement receives leave of absence in writing with a copy to the Union, to take a position within the Company which is beyond the scope of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit.

The starting date of such an appointment shall be posted in the terminal. Notice shall be given to the Union in writing prior to the employee or dependent contractor leaving the bargaining unit for any period of time. During this leave of absence such employee or dependent contractor shall continue to be covered by the Health and Welfare and the Pension Plan where applicable and as provided in this Agreement.

Employees and dependent contractors who have been granted such a 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.

Not later than on the ninetieth (90) calendar day of this period, the employee or dependent contractor must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee or dependent contractor return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

## ARTICLE 8

### **Section 1 - Meal Period (Employees Only)**

The employee shall, except by mutual agreement between the parties hereto, take a maximum of thirty (30) minutes meal break in any one day during the course of a nine (9) hour day paid at regular rates.

Where an employee is required to work in excess of eleven (11) hours, 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. Such 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 (Employees Only)**

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. The commencement of this break may be staggered, but not beyond one half hour.

## ARTICLE 9

### **Section 1 - Safety Conditions**

- (a) Maintenance of equipment - it is to the mutual advantage of both the Company and the employee/dependent contractor that employees and dependent contractors shall not operate vehicles which are not in safe operating condition. No employee or dependent contractor will be required to operate equipment on public streets and thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment; i.e. brakes, steering, adequate mirrors, signal lights or other lighting equipment.

- (b) It shall be the duty of the employee or dependent contractor to report, in writing, on the appropriate forms of the company, promptly, but not later than the end of the shift, trip or tour all safety and/or mechanical defects on the equipment which they have operated during that shift.
- (c) The Company shall designate the person to whom all defects reports of mobile equipment are submitted, and all employees and dependent contractors will be notified the name of such person.
- (d) In the event essential repairs cannot be effected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment or contract when a Company employee refuses to operate such identified equipment.
- (e) It shall be the obligation of the Company to direct the repairs as necessary to conform with the safe and efficient operation of that equipment.
- (h) Wherever reasonably possible, trucks shall have installed steps or devices to allow reasonable access to the body.
- (i) In isolated areas where the nature of cargo requires additional assistance to handle the cargo, the Company shall endeavour to arrange such assistance as may be required.
- (j) The Company shall inform, direct and supply to the employees and dependent contractors proper information and handling devices or equipment for handling dangerous cargo.
- (k) The Company shall provide a safety boot allowance to all employees and dependent contractors and drivers of dependent contractors of \$100.00 per year

## ARTICLE 10

### **Section 1 - Pay Period - Company Employees**

- (a) Except as otherwise mutually agreed between the Parties all regular employees covered by this Agreement shall be paid bi-weekly. 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 payments 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 shall be made available by direct deposit

- (b) Dependent contractors shall be paid bi-weekly two (2) weeks in arrears. The Company will provide a full statement showing all earnings and deductions.

## **Section 2**

Casual employees will be paid bi-weekly by direct deposit. Casuals will not be subjected to the two week holdback policy.

## **Section 3**

- (a) If an error occurs in an employee's pay and the amount is equal to one (1) day or more, he shall be entitled on request to payment of the shortage within five (5) working days.
- (b) If an error occurs on a dependent contractor's statement where the discrepancy is five hundred dollars or more, the dependent contractor will be reimbursed for that discrepancy within five (5) business days.

## **Section 4 - Final Payment**

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

## **ARTICLE 11**

### **Section 1 - Paid for Time - Company Employees**

- (a) All employees covered by this Agreement shall be paid for all time spent in the 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 - Company Employees**

An employee shall be granted a three (3) regularly scheduled work days leave within the eight (8) day period following the date of death, without loss of pay or benefits, in the case of death of a parent, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, step-children, legal guardian and grandparents which include spouses grandparents and grandchildren. A death certificate may be required.

Bereavement leave is not compensable when the employee is on leave of absence, bona fide lay-off or annual vacation.

A working day lost shall be not more than nine (9) hours

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, workers' compensation or as otherwise covered by this Agreement.

### **Section 3 - Jury Duty - Company Employees**

A company employee summoned to Jury Duty or subpoenaed as a witness on a day that he would normally have worked shall be paid wages amounting to the difference between the amount paid for such service and the amount they would have earned had they worked on such days. Employees on jury shall furnish the employer with such statements of earnings as the courts may supply. A working day lost shall not be more than nine (9) hours pay.

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, workers' compensation or as otherwise covered by this Agreement.

### **Section 4**

- (a) Any Company or Government required physical or medical examination shall be promptly complied with by all employees provided, however, the Company shall pay for all such physical and medical examinations or for any time lost as a result thereof during his working hours (re: Company employees).

Where a regular employee is required by the Company to take a medical outside of his regular hours of work, the Company shall pay, to a maximum of two (2) hours straight time, wages for such time spent excepting in instances where an employee is returning to work or is about to return to work following illness or disability.

- (b) If following a medical examination under (a) of this Section, the employee is dissatisfied with the decision of the Company doctor, the employee may seek a decision from his personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the Union is entitled to direct that the employee be examined by a medical specialist whose speciality covers the disability. The Company's doctor and the employee's doctor together, shall then select such a specialist. The decision of the medical specialist shall be final and binding upon the parties involved and the employee shall not suffer loss in wages or Health and Welfare Plan benefits where applicable, whichever applies as a result of such examination(s).
- (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/dependent contractor goes off work ill or on compensation or grievance is invoked on his discharge, the employee/dependent contractor will continue to qualify for Health & Welfare benefits and the Company shall continue to pay Union dues so that the employee/dependent contractor shall be protected to the utmost provided:

- (a) the employee/dependent contractor reimburses the Company for such contributions normally paid by said employee/dependent contractor and is at no time more than five (5) months in arrears, and
- (b) the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties

When an employee/dependent contractor returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

In the event any employee/dependent contractor 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.

## 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 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 and dependent contractors. These rules and regulations are to be filed with the Union
5. an employee or dependent contractor will receive a copy of any written reprimand or warning letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's or dependent contractor'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 or dependent contractor.

6. All discipline will be handed out by the Company. No dependent contractor may discipline drivers of dependent contractors.

### ARTICLE 13

#### **Section 1 - Protection of Rights**

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

The Union shall notify the Company as soon as possible of the existence of such recognized legal picket lines.

#### **Section 3**

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 or dependent contractors to perform any labour they do not ordinarily perform.

#### **Section 4**

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        TECHNOLOGICAL AND MECHANICAL CHANGES

As per Canada Labour Code.

### ARTICLE 15

#### **Section 1 - Inspection Privileges**

Authorized agents of the Union will request and have access to the Company's establishments during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Company's working schedule.

#### **Section 2 - Shop Stewards**

- (a) The Union shall elect or appoint shop stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Company will recognize shop stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight (48) hours prior to dismissal of a shop steward.

- (b) Grievances shall be processed during the normal working hours of the shop steward. A steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Employer on Employer property or at any other place which is mutually agreed upon by both the Union and the Employer.
- (c) If the Employer representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid for all the time spent during the processing of the grievances with the Employer on the Employer's property or at any other place which is mutually agreed upon by both the Union and the Employer.

## **ARTICLE 16**

### **Section 1 - Sanitary Conditions**

- (a) Where possible, and where required, the Company agrees to maintain at its terminals adequate, clean, sanitary toilet facilities, lunchrooms and washrooms having hot and cold running water, with proper ventilation. It shall be the responsibility of the employees and dependent contractors to use all facilities carefully, considerately, without unnecessary damage and dirtiness.
- (b) All new terminals shall be adequately equipped with facilities as per Section 1 (a) above where required.

### **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 or dependent contractor to wear a Union pin, button, safety vest, or 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.

## **ARTICLE 18**

Employees and dependent contractors shall be notified before quitting time the day previous to their not being required for duty except as otherwise mutually agreed by the Parties hereto.

## **ARTICLE 19 PAID-FOR DAY OF ACCIDENT**

If an employee or dependent contractor after starting work meets with an accident which physically incapacitates him from carrying on his duties, he

shall be paid his full day's wages for the day of his injury, provided he is not in receipt of compensation from the Workers' Compensation Board for that day.

## **ARTICLE 20**

The regular hourly trip rates paid shall be those set out in Appendix "A" and "A-1" attached hereto and forming part of this Agreement.

## **ARTICLE 21**

### **Section 1 - Health and Welfare - Company Employees, Dependent Contractors and Drivers of Dependent Contractors**

The Teamsters National Benefit Plan (the Health and Welfare Plan) covering members of the Union as set out in Appendix "B" hereunto annexed and forming part of this Agreement shall continue. The Company agrees to cover all members of the Union in the Health and Welfare Plan and to abide by the terms and conditions of the Teamsters National Benefit Plan as set out in Appendix "B" hereunder annexed and forming part of this Agreement.

### **Section 2 - Payment of Dues and Contributions**

- (a) The Company agrees to make remittances to the Union for union dues, the administrator of the health and welfare 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 this Agreement.
- (b) The Company agrees to hold in trust, until remitted, all amounts payable in respect of union dues, the health and welfare 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 or bankruptcy of the Company.

### **Section 3 - Trust Agreement**

The Company agrees that it shall be bound by the terms and conditions the Agreement and declaration of trust (the Trust Agreement) covering the health and welfare plan, and any other plan to which the Company is required to make contributions pursuant to this Agreement.

### **Section 4 - Delinquency**

- (a) The Company acknowledges that the trustees of the health and welfare plan or any other plan or trust to which contributes are payable 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.

- (b) The Company agrees to make contributions to the Union for union dues and to the trustees of the health and welfare plan within the time limits specified in this Agreement and further agrees that if such contributions are not received by the Union or applicable 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 the rate of two percent (2%) per month from the date such contributions were due to the date of receipt by the Union or the appropriate plan administrator.
- (c) The Company agrees that if the Union or the trustees of any plan to which the Company is required to make contributions pursuant to this Agreement 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.

## ARTICLE 22

### **Section 1 - Regular Work Day - Company Employees**

- A. Except as hereinafter provided, the regular workday shall consist of nine (9) consecutive hours of work including the meal period. (The regular work week shall consist of five (5) nine (9) hour days in the period from 0001 Sunday to 2359 Saturday with two (2) consecutive days off.
- B. Any regular employee who is called in to work on his regular work day shall be paid not less than nine (9) hours pay.
- C. Any employee who is called in to work on his sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) shift or overtime day shall be guaranteed four (4) hours and if he works in excess of four (4) hours, he shall be guaranteed six (6) hours. For hours worked in excess of six (6) hours, he shall be paid for time worked.
- D. Regular employees shall, if they receive less than five (5) shifts in a week due to lack of work, be offered work, if available, on their sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day at straight time.
- E. If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part time employees worked on his shift on that day he is laid off. This principle may be advanced on a daily basis. If a call-in employee cannot be guaranteed a start time on the day of the lay-off he has the right to take the day off. A reasonable amount of time shall be allowed to report to work.
- F. Any regular employee who is not required on his regular shift on a daily basis shall be given the opportunity of performing

available part time work, for which he is qualified, and shall be entitled to four (4) hours work and/or pay.

(b) Daily Guarantee

- (i) Any employee who is called out to work on a Saturday or Sunday - sixth and or seventh shift - or an 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. For hours worked in excess of six (6), he shall be paid for time worked.
- (iii) Any hourly rated employee reporting for duty on a callout or callback 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.

**Section 2 - Overtime Provisions - Company Employees**

Shift overtime shall be allocated wherever possible on the basis of seniority on a voluntary manner provided the man is capable of doing the job.

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

- A. All time worked over and above nine (9) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
- B.
  - i. For all hours of overtime on a regular day, one and one-half (1 ½) times his regular rate of wages.
  - ii. On 6<sup>th</sup>/7<sup>th</sup> or general holiday, one and one-half (1 ½) times his regular rate of wages.
- C. For the purpose of this Section, the workweek shall be from 0001 hours Sunday to 2400 hours Saturday.

With respect to General Holidays, the foregoing overtime provisions are in addition to nine (9) hours wages, which shall be paid in any event.

- D. Overtime shall normally be allocated to the senior qualified person who is available and willing to perform the work. If no one volunteers, the Company may assign the overtime in reverse order to seniority. In order to qualify for scheduled overtime, an employee must sign the Company's posted overtime list.
- E. Except in case of emergency or where it is unavoidable, no employee shall work weekly overtime (6<sup>th</sup> or 7<sup>th</sup> shift) until all

regular employees in their unit have worked the full quota of regular hours (as provided for in Article 24 (d)), provided, there are capable and qualified regular employees amongst those who have not worked their full quota of regular hours. Provided the foregoing has been complied with, seniority will prevail in classifications for the allocation of overtime.

### **Section 3 - General Holidays - Company Employees**

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 Government, such holiday shall be observed as a General Holiday. The rates of pay for these General Holidays will be at the regular applicable work time rate.

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

Employees absent 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 day 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.

When a general holiday falls on a regular employee's regular day off, then such employee will be granted a day off in lieu of such general holiday on either the last working day preceding or the first working day following such general holiday.

### **ARTICLE 23      Vacation - Company Employees**

#### **Section 1 - Two Weeks Vacation**

Upon completion of one year's service employees shall receive two (2) consecutive weeks vacation with ninety (90) 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 in the previous calendar year, 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 four (4) years of continuous service shall thereafter receive six percent (6%) of annual gross earnings the previous calendar year

or one hundred and thirty-five (135) hours at their hourly rate of pay in effect in at the time they take their vacation, whichever is the greater.

### **Section 3 - Four Weeks Vacation**

All employees with ten (10) years or more continuous service shall thereafter receive eight percent (8%) of annual gross earnings the previous calendar year or one hundred and eighty (180) hours at their hourly rate of pay in effect at the time they take their vacation, whichever is the greater.

### **Section 5**

Absence by reason of accident or illness shall be counted as hours worked in the intervening years between the 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 (1500) 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 6**

Fifteen hundred (1500) hours shall constitute a year's service, but no employee will be permitted to accumulate more than one (1) year of service or any additional fraction thereof in any single calendar year. However, general holidays shall count as hours worked.

### **Section 7**

- (a) A calendar year shall be the period between January 1st and December 31st.
- (b) Where the date of commencement of past employment is the anniversary date the company shall establish a common anniversary date as per section (a), for the purpose of calculating annual vacations.
- (c) 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 the date of employment to December 31st of that year.
- (d) 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.

## Section 8

- (a) All employees entitled to more than two (2) weeks vacation may receive them in one continuous period subject to the vacation quota.
- (b) 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 and remain posted on January 1<sup>st</sup> to March 31<sup>st</sup> of each year.
- (c) Vacation period to start on the completion of employee's normal work week, and end on the first day of his normal work week on the completion of his vacation.
- (d) Where an employee has less than fifteen hundred (1500) hours and is terminating employment, voluntarily or otherwise, he shall receive 4%, 6%, 8% of his earnings in lieu of the holidays to which he is entitled.
- (e) 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.
- (f) Any employee who accepts gainful employment while on vacation may be terminated unless mutually agreed to between the Employer and employee with a copy of said agreement sent to the Union.
- (g) In the event a general holiday falls during an employee's vacation, the employee will be allowed a day off with pay in lieu of such general holiday, either immediately preceding or immediately following his vacation period. Such day off with pay in lieu of a General Holiday will be designated on the final vacation schedule.

General holidays that fall within the vacation periods that are not designated on the final vacation schedule, the day in lieu of such general holiday will be designated at the time the vacations are booked and approved.

## Section 9 Vacation Percentage

Twenty percent (20%) in each classification to the nearest employee up or down with a minimum of one (1) employee in each classification and a maximum of ten (10) employees in each classification may be off on vacation at the same period.

## ARTICLE 24      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 signing of this Agreement.

**ARTICLE 25**

**Section 1 - Savings Clause**

If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of 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 effected 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 30 following.

**ARTICLE 26 MARGINAL NOTATIONS**

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

**ARTICLE 27**

**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 procedures.

Time limit to institute this Grievance Procedure:

- (a) Termination or lay-off - ten (10) calendar days;
- (b) all other grievances - thirty (30) calendar days.

In any dispute over a pay cheque or pay statement or any matter thereon the time limit shall be calculated from the date the employee received the pay cheque or pay statement.

- Step 1: Any grievance of an employee shall first be taken up between such employee and the company supervisor, however, the employee will be entitled to be represented 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 Union or a shop steward and the Company supervisor.
- Step 3: Failing settlement under step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to 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(s) in dispute not later than at their initial meeting.
- 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 General 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's 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.

**ARTICLE 28**

**Section 1 - Term of Agreement**

This Agreement shall commence the August 31, 2017, to and including December 31st, 2021. Either Party to this Agreement may, within four months immediately preceding the termination of this agreement give to the other Party written notice to commence collective bargaining.

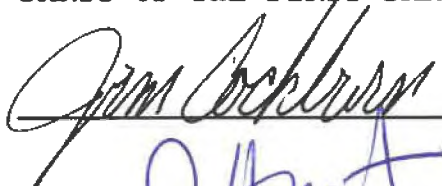
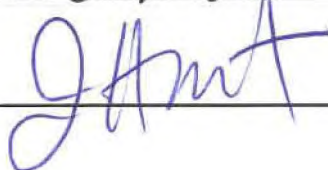
**Section 2**

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under 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 except by the Parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.


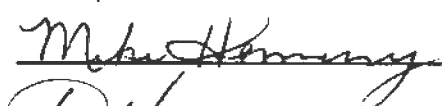
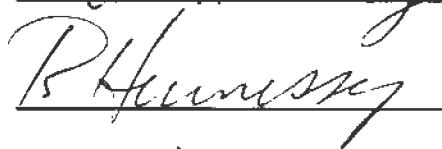

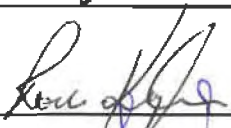
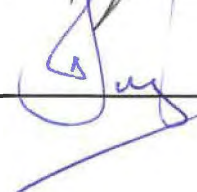
**DATED THIS 31<sup>st</sup> DAY OF AUGUST, 2017**

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

**SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED ON BEHALF OF THE  
PARTY OF THE SECOND PART**

  
\_\_\_\_\_  
  
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APPENDIX "A" - WAGE SCHEDULE

CLASSIFICATION

Company Drivers and Shunters (hourly)

Current	\$23.20
Ratification	\$23.89
Jan. 1/18	\$23.89
Jan. 1/19	\$24.25
Jan. 1/20	\$24.61
Jan. 1/21	\$24.98

All hourly Company Drivers and Shunters who have completed their probationary period before the date of ratification will be at the ratification rate of \$23.89

Probationary Employees will receive the regular rate of pay less \$1.00.

APPENDIX "A-1"

Dependent Contractors

Tractor (hourly)

Current	\$44.00
Ratification	\$45.32
Jan. 1/18	\$45.32
Jan. 1/19	\$46.00
Jan. 1/20	\$46.69
Jan. 1/21	\$47.39

All hourly tractor Dependent Contractors who have completed their probationary period before the date of ratification will be at the ratification rate of \$45.32

Probationary hourly tractor Dependent contractors will receive the regular rate of pay less \$1.00

Flatdeck Premium - \$3.00 per hour

US TRIP RATES

Seattle		Tacoma	
Current	\$510.00	Current	\$535.00
Ratification	\$526.00	Ratification	\$552.00
Jan. 1/18	\$526.00	Jan. 1/18	\$552.00
Jan. 1/19	\$533.90	Jan. 1/19	\$560.28
Jan. 1/20	\$541.90	Jan. 1/20	\$568.68
Jan. 1/21	\$550.03	Jan. 1/21	\$577.21

Bellingham will be paid by the hourly tractor rate of pay as if he was doing multiple deliveries.

All pickup and deliveries after the first drop will receive \$35.00 per pickup and drop.

When not operating on the US Trip Rate, the Company will pay the hourly tractor rate for all hours worked.

**Straight Trucks 5 Tons**

5 Ton trucks will be paid based on the weight per bill schedule below.

**5-Ton Zone 1**

Vancouver, Burnaby, Delta, Surrey, Langley, Port Coquitlam, Coquitlam, Aldergrove

<b>Weight</b>	<b>Current</b>	<b>Ratification</b>	<b>Jan. 1/18</b>	<b>Jan. 1/19</b>	<b>Jan. 1/20</b>	<b>Jan. 1/21</b>
0-99	6.38	6.57	6.57	6.67	6.77	6.87
100-299	8.36	8.61	8.61	8.74	8.87	9.00
300-399	10.87	11.20	11.20	11.37	11.54	11.71
400-499	12.12	12.48	12.48	12.67	12.86	13.05
500-599	13.38	13.78	13.78	13.99	14.2	14.41
600-699	14.25	14.68	14.68	14.90	15.12	15.35
700-799	15.02	15.47	15.47	15.70	15.94	16.18
800-899	15.89	16.37	16.37	16.62	16.87	17.12
900-999	16.76	17.26	17.26	17.52	17.78	18.05
1000-1099	17.58	18.11	18.11	18.38	18.66	18.94
1100-1199	18.39	18.94	18.94	19.23	19.51	19.81
1200-1299	19.28	19.86	19.86	20.16	20.46	20.77
1300-1399	20.03	20.63	20.63	20.94	21.25	21.57
1400-1499	20.92	21.55	21.55	21.87	22.20	22.53
1500-1599	21.79	22.44	22.44	22.78	23.12	23.47
1600-1699	22.61	23.29	23.29	23.64	23.99	24.35
1700-1799	23.37	24.07	24.07	24.43	24.80	25.17
1800-1899	24.29	25.02	25.02	25.40	25.78	26.17
1900-1999	25.12	25.87	25.87	26.26	26.66	27.05
2000-2099	25.94	26.72	26.72	27.12	27.53	27.94
2100-2199	26.81	27.61	27.61	28.03	28.45	28.87
2200-2299	27.63	28.46	28.46	28.89	29.32	29.76
2300-2399	28.39	29.24	29.24	29.68	30.13	30.58
2400-2499	29.32	30.20	30.20	30.65	31.11	31.58
2500-2999	30.95	31.88	31.88	32.36	32.84	33.33
3000-3499	35.49	36.55	36.55	37.10	37.66	38.22
3500-3999	40.13	41.33	41.33	41.95	42.58	43.22
4000-4999	43.51	44.82	44.82	45.49	46.17	46.86

<b>Weight</b>	<b>Current</b>	<b>Ratification</b>	<b>Jan. 1/18</b>	<b>Jan. 1/19</b>	<b>Jan. 1/20</b>	<b>Jan. 1/21</b>
5000-5999	47.83	49.26	49.26	50.00	50.75	51.51
6000-6999	52.64	54.22	54.22	55.03	55.86	56.70
7000-7999	57.88	59.62	59.62	60.51	61.41	62.34
8000-						
10000	63.66	65.57	65.57	66.55	67.55	68.56

**5-Ton Zone 2**

North Vancouver, West Vancouver, Ladner, Mission, Abbotsford, Chilliwack, Port Moody, Tsawwassen, Pitt Meadows, Maple Ridge, Richmond

<b>Weight</b>	<b>Current</b>	<b>Ratification</b>	<b>Jan. 1/18</b>	<b>Jan. 1/19</b>	<b>Jan. 1/20</b>	<b>Jan. 1/21</b>
0-99	7.15	7.36	7.36	7.47	7.58	7.69
100-						
299	12.29	12.66	12.66	12.85	13.04	13.24
300-						
399	14.03	14.45	14.45	14.67	14.89	15.11
400-						
499	15.51	15.98	15.98	16.22	16.46	16.71
500-						
599	16.76	17.26	17.26	17.52	17.58	18.05
600-						
699	17.58	18.11	18.11	18.38	18.66	18.94
700-						
799	18.56	19.12	19.12	19.41	19.70	19.99
800-						
899	19.15	19.72	19.72	20.02	20.32	20.62
900-						
999	20.64	21.26	21.26	21.58	21.90	22.23
1000-						
1099	21.35	21.99	21.99	22.32	22.65	22.99
1100-						
1199	23.37	24.07	24.07	24.43	24.80	25.17
1200-						
1299	24.31	25.04	25.04	25.42	25.80	26.19
1300-						
1399	25.12	25.87	25.87	26.26	26.65	27.04
1400-						
1499	25.94	26.72	26.72	27.12	27.53	27.94
1500-						
1599	26.75	27.55	27.55	27.97	28.39	28.81
1600-						
1699	27.63	28.46	28.46	28.89	29.32	29.76

<b>Weight</b>	<b>Current</b>	<b>Ratification</b>	<b>Jan. 1/18</b>	<b>Jan. 1/19</b>	<b>Jan. 1/20</b>	<b>Jan. 1/21</b>
1700-1799	28.39	29.24	29.24	29.68	30.13	30.58
1800-1899	29.32	30.20	30.20	30.65	31.11	31.58
1900-1999	30.14	31.04	31.04	31.51	31.98	32.46
2000-2099	30.95	31.88	31.88	32.36	32.84	33.33
2100-2199	31.77	32.72	32.72	33.21	33.71	34.22
2200-2299	32.66	33.64	33.64	34.14	34.65	35.18
2300-2399	33.41	34.41	34.41	34.93	35.45	35.98
2400-2499	34.29	35.32	35.32	35.85	36.39	36.93
2500-2999	47.55	48.98	48.98	49.71	50.46	51.21
3000-3499	53.13	54.72	54.72	55.54	56.38	57.22
3500-3999	55.79	57.46	57.46	58.33	59.20	60.09
4000-4999	59.73	61.52	61.52	62.44	63.38	64.33
5000-5999	63.51	65.42	65.42	66.40	67.40	68.41
6000-6999	67.28	69.30	69.30	70.34	71.40	72.45
7000-7999	71.31	73.45	73.45	74.55	75.67	76.80
8000-10000	75.57	77.84	77.84	79.00	80.20	81.40

Pay is on weight or cube weight, whichever is higher.

**Stems:**

-Chilliwack \$75.00  
 -Deep Cove, Horseshoe Bay,  
 SFU, UBC, Ioco - All \$7.60

**Accessorial Charges:**

-Tailgate - if chargeable to customer \$16.00  
 -Residential - if chargeable to customer \$10.00  
 -Inside Delivery - if chargeable to customer \$10.00

-Delivery time - first 30 minutes at every customer is free and then paid by the hour in 15 minute increments providing the customers confirms the arrival and departure time on the bill of lading.

**Weekly guarantee (Piecework Only)**

The weekly guarantee is based on 5 days worked and prorated if less than 5 days.

DOR \$1750.00  
January 1, 2019. \$1,776.25  
January 1, 2020. \$1,802.89  
January 1, 2021. \$1,829.94

The following hourly rates will only be paid for call outs/call backs and delivery delay time in excess of 30 minutes.

Current	\$37.00
Ratification	\$38.11
Jan. 1/18	\$38.11
Jan. 1/19	\$38.68
Jan. 1/20	\$39.26
Jan. 1/21	\$39.85

Callouts will be paid by the hourly rate based on a four hour minimum

The following five drivers are currently paid exclusively by the hour and for that reason and that reason alone, they will be grandfathered and paid hourly for the term of this agreement only. These drivers will be allowed to move from the hourly method of payment to the piece rate method of payment one time only however they will not be able to go back and forth between hourly and piece rate and there will be no combination of hourly and piece rate pay for these drivers or any other divers except as specifically noted in this provision.

3-Ton	
Current	\$30.00
Ratification	\$31.00
Jan. 1/18	\$31.00
Jan. 1/19	\$31.47
Jan. 1/20	\$31.94
Jan. 1/21	\$32.42

## Side Curtain

The current driver operating the side curtain straight truck will be grandfathered at an hourly rate of pay for the life of this agreement with the following rates.

Current. \$34.50

DOR. \$35.54

January 1, 2019. \$36.07

January 1, 2020. \$36.61

January 1, 2021. \$37.16

If this driver takes this piece of equipment out of the fleet for any reason, this driver will revert to the regular 5 ton piece rates.

### **FUEL CAP (for all classifications)**

\$0.58 PER LITRE plus GST with Overland West Company fuel card - cost deducted from drivers' pay statements.

## **APPENDIX "B" - Teamsters National Benefit Plan**

Effective January 1, 2018 applies to all Company drivers, dependent contractors and drivers of dependent contractors. Company to maintain its current benefit plan for Company employees only. In December, 2017, the Company will apply to the Teamsters National Benefit Plan in order to cover members for January 1<sup>st</sup>, 2018.

### **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 "B", 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 contribution shall be \$280 per month per eligible employee or dependent contractor. Should the cost of the plan increase during the term of this agreement, the maximum increase to the Company shall be \$5.00 per month per year per eligible employee or dependent contractor. Any increase above \$5.00 per month per year per eligible employee or dependent contractor shall be paid by the employee or dependent contractor.

#### **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 "C"**

**DEPENDENT CONTRACTOR AGREEMENT (DCA)**

Every dependent contractor is required to enter into a commercial contract between the dependent contractor and Mission Transfer LTD.

Should there be a conflict between the DCA and this collective agreement, the terms of this collective agreement shall apply.

The parties agree that the terms of the DCA shall be enforceable under the terms of the grievance procedure in this collective agreement.

The parties agree that the terms of this collective agreement apply to dependent contractors unless specifically excluded.

## APPENDIX D

### TEAMSTERS' NATIONAL PENSION PLAN

Effective January 1, 2019 applies to all Company drivers.

#### 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 Amount Per Hour

Jan. 1 2019 \$0.50

Jan. 1 2020 \$0.70

Jan. 1 2021 \$0.90

(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

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.

(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 "E"

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.

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.

The Company agrees to pay and remit to the Local Union each month five cents (\$0.05) per hour up to a maximum of six dollars (\$6.00) per month for each company driver, Dependent Contractor and driver of dependent contractor.



# TEAMSTERS LOCAL UNION No. 31

AFFILIATED WITH TEAMSTERS CANADA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
#1 GROSVENOR SQUARE, DELTA, BC V3M 5S1



September 27, 2017

Mr. Jim Cockburn  
Labour Relations Consultant  
J.D. Cockburn & Associates Inc.  
2 Massari St.  
Caledon Village ON L7K 0B6

*Via email only*

Dear Jim:

**Re: OVERLAND WEST FREIGHT LINES LTD. SURREY BC  
MISSION TRANSFER LTD. SURREY B.C.  
WEST ARM TRUCK LINES LTD. SURREY B.C.  
RHS SUPPLY LTD. SURREY B.C.  
Article 23 – Vacation**

The parties have agreed that vacation entitlement would be effective January 1, 2018 for vacation earned in 2017. Vacation time is based on Article 23 of the current collective agreement.

**FOR THE COMPANY**

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\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

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\_\_\_\_\_

**Head Office:**  
#1 Grosvenor Square  
Delta, BC V3M 5S1  
Ph 604-540-6009  
Fax 604-540-6073

**Abbotsford**  
101D – 33140 Mill Lake Rd.  
Abbotsford BC V2S 2A5  
Ph 604-504-4520  
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**Nanaimo**  
#3 - 2480 Kenworth Road  
Nanaimo, BC V9T 3Y3  
Ph 250-758-1857  
Fax 250-758-4365

**Prince George**  
102 - 3645 18<sup>th</sup> Avenue  
Prince George, BC V2N 1A8  
Ph 250-563-5346  
Fax 250-563-2379

**Whitehorse**  
407 Black Street  
Whitehorse, YT Y1A 2N2  
Ph 867-667-2473  
Fax 867-667-7112



# TEAMSTERS LOCAL UNION No. 31

AFFILIATED WITH TEAMSTERS CANADA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
#1 GROSVENOR SQUARE, DELTA, BC V3M 5S1

E-MAILED OCT 19 2017

October 19, 2017

*Sent by email: jhart@overlandwest.ca*

Mr. Jim Hart  
Terminal Manager  
Overland West Freight Lines Ltd.  
11398 Bridgeview Drive  
Surrey, BC V3R 0C2

Dear Mr. Hart:

**Re: Overland West Freight Lines – Accounts Chargeable by Cube or Weight**

This letter is to confirm the outcome of our meeting which took place on October 10, 2017:

- General Motors deliveries will continue to be paid at chargeable weight provided by the customer at point of origin
- Navistar will be cubed and paid accordingly

Yours truly,

Mike Hennessy  
Business Representative

cc: John Robertson, Western Admin  
Jim Cockburn, Labour Relations Consultant  
Sanjay Chand, Shop Steward

MH:sep *moveup*

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#3 - 2480 Kenworth Road  
Nanaimo, BC V9T 3Y3  
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Fax 250-758-4365

**Prince George**  
102 - 3645 18<sup>th</sup> Avenue  
Prince George, BC V2N 1A8  
Ph 250-563-5346  
Fax 250-563-2379

**Whitehorse**  
407 Black Street  
Whitehorse, YT Y1A 2N2  
Ph 867-667-2473  
Fax 867-667-7112

**LETTER OF UNDERSTANDING**

**BETWEEN: OVERLAND WEST FREIGHT**  
**AND: TEAMSTERS LOCAL UNION NO. 31**  
**RE: FGL FREIGHT ACCOUNT (5-TON PIECE WORK)**


FGL will continue to be paid at piece rates and flat fees with two (2) exceptions:

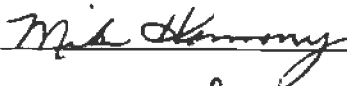

Metrotown Burnaby and Richmond Centre will be paid at the 5-ton hourly rate based on hours calculated from the time the driver receives bills from Dispatcher in the Surrey Terminal to completion of delivery at destination.

DATED THIS 23 DAY OF October, 2017.

FOR THE COMPANY

FOR THE UNION

  
\_\_\_\_\_

  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN: OVERLAND WEST FREIGHT**  
**AND: TEAMSTERS LOCAL UNION NO. 31**  
**RE: US OWNER OPERATORS – WAIT TIME AT BORDERS**


Hours spent at the border in excess of one (1) hour will be paid at thirty dollars (\$30.00) per hour provided the overall work day exceeds ten (10) hours.


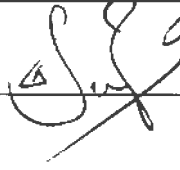
Where applicable, rates will be paid in increments of fifteen (15) minutes.

DATED THIS 23 DAY OF October, 2017.

FOR THE COMPANY

FOR THE UNION

  
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