

**2023 - 2027**

**COLLECTIVE AGREEMENT**

**Between**

**UNITED STEELWORKERS LOCAL 1-1937**

**And**

**COMOX VALLEY DISTRIBUTION LTD.  
SQUAMISH FREIGHT WAYS LTD.**

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## COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 15<sup>th</sup> day of June 2023.

BETWEEN:

**COMOX VALLEY DISTRIBUTION LTD.  
SQUAMISH FREIGHTWAYS LTD.**  
(Hereinafter known as the "Company")

AND:

**UNITED STEELWORKERS LOCAL 1-1937**  
(Hereinafter known as the "UNION")

### **PREAMBLE:**

The purpose of this Agreement is to secure for the Company, the Union, and the employees the full benefits or orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property and public safety. It is recognized by this Agreement to be the duty of the Company, Union, and employees to cooperate fully, individually, and collectively, for the advancement of said conditions. It is also agreed that the Company, Union, and employees will work together to ensure the customers receive the best possible service.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management that the provisions of the Agreement will be carried out.

### **ARTICLE 1 – BARGAINING AGENCY**

#### **Section 1: Recognition**

- (a) The Company recognizes the Union as the sole collective bargaining agent of the employees of the Company. For purposes of this agreement "employees" shall mean those employees as defined under the Labour Relations Code of British Columbia including Owner Operators. Office employees and those employees with the authority to hire or discharge are not covered by this agreement.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure as provided in Article XIV, Section 1, Step Three, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in article XV, Section 1.

- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (a) herein. Employees transferred to a non-bargaining unit position shall not accrue seniority while in that position.

### **Section 2: Meetings**

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of the Agreement which come within the scope of collective bargaining between the Company and employees. Time spent by employees elected as representatives of the Union at such meetings shall be on Company paid time.

### **Section 3: Bargaining Authority**

The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification that they will recognize during the term of this Agreement is that of the Union unless ordered by due process of law to recognize some other bargaining authority.

### **Section 4: Access to Operation**

Official Union representatives shall have access to the Company's operations for the purpose of this Agreement subject to such reasonable terms and conditions as may be laid down by the Company.

## **ARTICLE II – EMPLOYER'S RIGHTS**

### **Section 1: Management and Direction**

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the management; providing, however, that this will not be used for the purposes of discrimination against employees.

### **Section 2: Hiring and Discipline**

- (a) The Company shall have the right to select its employees and to discipline or discharge them for proper cause.
- (b) All disciplinary letters will be copied to the Committee Chair and the Local Union. Employees may opt out of this provision by written notification to the Company and the Local Union.

### **Section 3: GPS Technology**

The Company is entitled to employ GPS technology and/or communication devices in all work vehicles, both Company owned and Owner operated. Employees shall co-operate with the use of GPS technology and communication devices. The Company shall be responsible for all costs related to purchase, installation, usage and maintenance of noted equipment. Incidental personal use shall be permitted; misuse or mistreatment of this equipment will not be tolerated.

## **ARTICLE III – UNION SECURITY**

### **Section 1: Co-operation**

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed. In doing so the Company will provide all new employees a Union supplied copy of the Collective Agreement and introduce the member to a Shop Committee Representative.

### **Section 2: Non-Bargaining Unit Employees**

Employees outside the bargaining unit will not perform work that is normally done by employees in the bargaining unit. However, nothing in this Agreement shall be construed as prohibiting foremen from doing work for purposes of employee instruction, evaluation, and equipment assessment, provided in so doing an employee is not denied hours of work or a lay-off of bargaining unit employees does not result. It is agreed that Management Employees will continue to perform duties from time to time due to unforeseen circumstances provided that every reasonable effort is made to find a replacement.

### **Section 3: Union Shop**

All employees shall immediately after entering employment, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment. In the event the Company is sold, this agreement shall provide successorship rights to all employees under the new ownership.

### **Section 4: Outside Cartage**

The Company will not hire outside cartage until all available Company employees and Owner Operators are utilized. Bargaining unit positions shall not be lost to outside cartage.

The Company may continue to use outside cartage where dictated by the needs of the business, always providing that it will use, when available, Company Drivers and Company Owner Operators whenever financially viable.



**Section 5: Maintenance of Membership**

Any employee who is a member in good standing or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

**Section 6: Discharge of Non-members**


Any employee who failed to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

**Section 7: Union Membership**

- (a) No employee shall be subject to any penalties against his application or membership or reinstatement, except as may be provided for in the Steelworkers Constitution, and in accordance with the By-Laws of the Local Union.
- (b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall be subject to discharge from employment.

**Section 8: Check-off**

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union.



**CHECK-OFF AUTHORIZATION**  
UNITED STEELWORKERS, LOCAL 1-1937

PLEASE PRINT

|   |   |            |
|---|---|------------|
| <b>This section to be completed by Employer</b> |   |            |
| COMPANY: _____                                  | DIVISION _____  |            |
| EMPLOYEE'S START DATE _____                     | POSITION _____  |            |
| EMPLOYEE NAME _____                             | M <input type="checkbox"/> F <input type="checkbox"/> |            |
| SIN _____                                       | BIRTHDATE ____/____/____ (month/day/year)             |            |
| MAILING ADDRESS _____                           | CITY _____  |            |
| POSTAL CODE _____                               | HOME PHONE _____                                      | CELL _____ |

|   |  |  |
|---|--|--|
| <b>This section must be completed by Member</b>   |  |  |
| EMAIL ADDRESS _____   |  |  |
| * PLEASE CHECK ONE BOX  | <input type="checkbox"/> "OPT IN" - I authorize the Local Union to email or text me newsletters and updates.<br><input type="checkbox"/> "OPT OUT" - My email or text is to be used solely for personal communication with me. |  |
| Are you a current Member of the USW? _____  | Which Local? _____   |  |
| In which USW operation were you last employed? _____  |  |  |
| <small>I hereby authorize the Company to deduct from my pay each month the amount of Union dues and (if owned by me) an initiation fee, as provided in the Local Union By-laws and the Constitution of the United Steelworkers.<br/>Such deductions shall be remitted monthly to the Local Union.</small>   |  |  |
| <small>I HEREBY REQUEST AND ACCEPT MEMBERSHIP IN THE UNITED STEELWORKERS LOCAL 1-1937 and of my own free will hereby authorize the United Steelworkers, its Agents and/or Representative, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment or other conditions of employment, and to enter into contracts with my Employer covering all such matters, including contracts which may require the continuance of my Membership in the United Steelworkers as a condition of my continued employment.</small> |  |  |
| Date: _____   | Member's Signature: _____  |  |

Check-Off assignment forms shall be completed and signed at the date of hiring and such forms shall be forwarded within seven (7) days after the effective hiring date. This assignment in the case of all Employees shall be effective immediately.

The Local Union shall notify the Company by letter of the amount of back dues owed by employees.

Dues increases and assessments levied by the Union shall be deducted in accordance with and upon receipt of official notice from the Union.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union not less than once each month, with a written statement of names of the employees, job position, rate of pay, and seniority date, for whom the deductions were made and the amount of each deduction.

### **Section 9: Social Insurance Number**

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee completes their probation period, whichever date last occurs.

### **Section 10: Union Dues**

The Company will deduct and submit to the Local Union monthly Union dues from all employees, including probationary employees.

### **Section 11: Initiation Fees**

The Company shall deduct and submit to the Local Union initiation fees for all employees within thirty (30) days of their hire date.

### **Section 12: Discipline**

The Company will ensure that whenever an employee is disciplined for any reason, a Shop Committee Member, available at the time of discipline, shall be present. In the absence of a Shop Committee Member the employee can choose an available worker of his choice as his representative.

Written discipline of an employee covered by this Agreement shall be copied to the Shop Committee Representative. When written discipline is placed in an employee's file it shall be removed after twelve (12) months provided another violation of a similar incident does not occur within that period.

## **ARTICLE IV – SHOP COMMITTEE**

### **Section 1: Definition**

For the purpose of this Agreement, when the term “Shop Committee” is used, it shall mean a Committee, the members of which are appointed by the Union.

Shop Stewards shall be granted reasonable time during working hours to deal with grievances, without loss of wages.

### **Section 2: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when a member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

### **Section 3: Exceptions**

The provisions of Sections 1 and 2 will not apply in reference to: Article XIII – Safety & Accident Prevention Committee, where the members are designated according to the provisions of the Worker’s Compensation Act.

## **ARTICLE V - HOURS OF WORK**

### **Section 1: Company Truck Drivers**

The regular hours of work shall be eight (8) hours per day and forty (40) hours per week. If the Company requires or allows a Company truck driver to work more than 9 hours in a day or 45 hours in a week, they must pay the employee at least;

- (a) One and one-half (1½) times the employee's regular wage for the hours worked in excess of nine (9) hours in a day; and
- (b) One and one-half (1½) times the employee's regular wage for the hours worked in excess of forty-five (45) hours in a week;
- (c) Double straight-time rates shall be paid for hours worked in excess of twelve and one-half (12½) hours per day.

For the purpose of calculating weekly overtime under subsection (b), only the first nine (9) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

## **Section 2: Dock Workers**

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week. Rate and one-half (1½) for any hours worked over eight and one-half (8½) hours per day and forty-two and one-half (42½) hours per week, except as provided in (b) below.
- (b) Double straight-time rates shall be paid for hours worked in excess of twelve and one-half (12½) hours per day;
- (c) For the purposes of overtime calculations, paid and unpaid breaks shall be counted as hours worked.

For the purpose of calculating weekly overtime under subsection (a) only the first eight and one-half (8½) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

## **Section 3: Overtime**

Wherever possible, overtime will be awarded on a voluntary basis to senior available employees.

## **Section 4: Breaks**

- (a) All employees are entitled to a paid thirty (30) minute meal break and may be required to work or be available for work.
- (b) When scheduling permits, employees shall be entitled to periodic rest breaks in addition to the meal break referenced above.

## **Section 5: Split shifts**

No employee shall be required to work a split shift unless by mutual agreement between the parties.

## **Section 6: Assignment of Runs**

Straight Truck Owner Operators

Runs or rotations will be assigned on a yearly basis subject to seniority, competency considered. Drivers must be acceptable to the customer and submit their request by January 15<sup>th</sup>. The effective date of the assignment will be no later than February 15<sup>th</sup>. These runs may change due to dispatching efficiencies.

## Tractor Runs

Whenever a posting goes up for a Tractor Run, Company Tractor Drivers and Tractor Owner Operators shall be entitled to apply for the run. The Company will recognize the principles of seniority, competency, and required equipment as factors in determining who shall be awarded the posting.

### **Section 7: Shift Assignment for Hourly Employees**

- (a) Seniority, competency considered, shall be given preference to shift assignments.
- (b) The most senior sixty percent (60%) of regular hourly employees at each terminal shall be guaranteed forty (40) hours work per week. (Regular employees are those with completed probationary period.) The remainder of regular employees shall be called as per hire date.

### **Section 8: Quarterly Management and Union Meetings**

At least once per quarter management and the Union will meet to discuss concerns regarding the balance of hours, scheduling, and assignment of run concerns in order to maintain an open and ongoing communication and for constructive purposes for all Parties.

### **Section 9: Call Time**

- (a) Hourly Employees and Tractor Owner Operators.  
There shall be a four (4) hour minimum for all hourly rated employees or Tractor Owner Operators.
- (b) Straight Truck Owner Operators  
When called in by dispatch, Straight Truck Owner Operators will be guaranteed daily minimum revenue (excluding fuel surcharge) of:

| Daily Minimums | 2023     | 2024     | 2025  | 2026 | 2027 |
|----------------|----------|----------|---|------|------|
| 5 Ton Dry Van  | \$410.56 | \$410.56 | Increases for all categories in each of the remaining three (3) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |      |      |

In the event dispatch requires the driver to work beyond ten (10) hours and if the driver agrees, he will be paid in addition to the guaranteed daily minimum:

|                         | 2023       | 2024   | 2025 | 2026 | 2027 |
|-------------------------|------------|--|------|------|------|
| 5 Tons after 10 Hrs/Day | \$47.70/hr | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |      |      |      |

for each additional hour or calculated in fifteen (15) minute increments.

The daily minimum for 5 Ton Owner Operators starts from the posted start time unless the Owner Operator is advised the night before, or as far in advance as is reasonably possible, that the start time that they are to report for work is changed.

When an Owner Operator's truck breaks down and needs to be towed to the terminal to be unloaded, the driver shall be paid either the amount he has earned that day or the daily minimum, whichever is greater.

### **Section 10: Additional Dispatching**

Where additional dispatching is available for 5 Ton Owner Operators or Tractor Owner Operators beyond their regular scheduled workday, such dispatches shall be given by seniority providing the following conditions are met:

- (a) The affected drivers are at the terminal or available by phone and are available to take the dispatch without unreasonable delay.
- (b) The senior driver has no restrictive conditions on file with respect to limiting daily hours of work.
- (c) The senior driver has the available hours to complete the dispatch legally.
- (d) The dispatch would not cause known overtime for the senior driver.

Any grievance filed under this Section must contain the following information:

- Date of the alleged infraction.
- Exact time of the alleged infraction.
- Location of both the griever and the person whose hours are being grieved at the time of the alleged infraction.
- Confirmation that if the dispatch had been given to the griever it would not have resulted in known overtime.
- Confirmation that the griever had the legal hours available to complete the dispatch.

Company documents required to confirm any or all of the above information will not be unreasonably withheld by the Company.

## ARTICLE VI – RATES

### Section 1: Hourly Employees

Wage rates for all **hourly employees** will be paid according to the following:

|                       | Jan. 1/23                   | Jan. 1/24  | Jan. 1/25 | Jan. 1/26 | Jan. 1/27 |
|-----------------------|-----------------------------|--|-----------|-----------|-----------|
| Dock Worker-Lead Hand | \$28.58<br>+ \$2.25 premium | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |           |           |           |
| Dock Worker           | \$28.58                     |  |           |           |           |
| Straight Truck Driver | \$28.25                     |  |           |           |           |
| Tractor Driver        | \$29.58                     |  |           |           |           |

A Dock Worker-Lead Hand is a bargaining unit member who assigns and directs the work of bargaining unit members and organizes and manages the associated administrative requirements. Lead Hands shall not have the right to hire, fire or discipline and shall be expected to perform regular dock work full-time in addition to their Lead Hand responsibilities. Lead Hands shall not have “super seniority” over any senior dock worker who would be competent to perform as a Lead Hand in the event of a reduction of forces on the dock. All Lead Hand positions shall be posted and shall be awarded seniority, competency considered.

Super B (Payable upon the Company’s request to insure the vehicle as such).

New hire rates will be \$1.00 less for the first six (6) months for all Drivers. For all new hire Dockworkers rates will be \$2.00 less for the first year, \$1.50 less for the second year.

Effective January 1, 2023

\$2.25/hour Premium for Dockworker-Lead Hand over rate for Dock Worker.

\$2.00/hour Premium for Designated Outside Dock Worker over the rate for Dock Worker while performing the work.

\$2.50/hour Premium for all flat deck work performed by either Company Tractor Drivers or Tractor Owner Operators, provided they are performing the work.

\$1.25/hour Premium for First Aid Level 2 Designate.

### Section 2: Owner Operators

- (a) The Owner Operator will pay all expenses relating to the performance of assigned tasks including, but not limited to, truck purchase, maintenance, license, insurance, fuel, drivers, vacation time and statutory holidays. The Company shall reimburse the cost of tolls for 5 ton drivers. Tractor drivers shall be reimbursed toll charges when requested or approved by the Company. The Owner Operator will be responsible for submitting to the appropriate agencies all statutory deductions as required by law.

- (b) The Company will rebate all fuel costs (excluding GST), over \$0.58 per litre, incurred by the Owner Operator in the course of their work for the Company.

To qualify for the fuel rebate, the Owner Operator must make all fuel purchases on Company issued fuel cards or at fuel outlets authorized by the Company. There will be no administrative costs charged to the Owner Operator for the use of the Company fuel card. The Owner Operator will continue to work with the Company to minimize fuel consumption.

- (c) The Company will be responsible for paying all Owner Operators' WCB premiums, either through reimbursement or direct payment to WCB.
- (d) Owner Operators who work on the dock or in the yard will be paid at the Company Driver hourly rate for their job category or the dock rate, whichever is greater, excluding time for loading and unloading their own trucks.

(e) Owner Operator Hourly Rates

|                 | Jan.1/23 | Jan.1/24   | Jan.1/25 | Jan.1/26 | Jan. 1/27 |
|-----------------|----------|--|----------|----------|-----------|
| Tractor         | \$56.89  | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |          |          |           |
| Tractor Super B | \$57.52  |  |          |          |           |

(f) Tractor Owner Operator Trip Rate

|                   | Jan.1/23 | Jan.1/24   | Jan.1/25 | Jan.1/26 | Jan. 1/27 |
|-------------------|----------|--|----------|----------|-----------|
| Squamish & Beyond | \$60.00  | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |          |          |           |

**Section 3: Straight Truck Owner Operators**

Straight Truck pickup or delivery rates for Owner Operators shall be in accordance with Supplement No. 1.

Compensation is based on the rate tables attached. Trip rates will be paid according to the attached schedule and will be paid in addition to fees earned according to the rate tables. The Owner Operator will receive an itemized schedule providing the details of his/her compensation at the time of payment.

Skid Rates

|  | Jan.1/23 | Jan.1/24   | Jan.1/25 | Jan.1/26 | Jan. 1/27 |
|--|----------|--|----------|----------|-----------|
|  | \$17.30  | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |          |          |           |



Skid rates will be based on a maximum of 2200 pounds and a maximum base of 48" X 48". Any overages will be paid on a prorated skid rate basis (e.g. A 3000 pound skid would pay the skid rate for the first 2200 pounds and 800/2200 times the skid rate for the 800 pound overage. At a skid rate of \$10.00 the driver would receive \$10.00+\$3.64=\$13.64) Skids larger than 48"x48" footprint will be paid a prorated cube or weight whichever is greater provided it is marked on the bill and has been reviewed with the Supervisor.

Wait times will be based on the first one-half (½) hour at no charge with any time over being paid hourly rates in 15-minute increments when the Straight Truck Owner Operator notes the times on the Bill of Lading and had the Shipper/Receiver initial his acceptance.

Accessorial Charges

Straight Truck Owner Operators will be entitled to collect the following fees, provided that the Customer is charged for the service, or the Owner Operator has received prior approval for the service from dispatch/management.

All services being required and requested by the shipper receiver and expressed clearly on the BOL or Delivery Receipt will be paid to the driver providing the service. If specific services have not been requested on the BOL or DR the driver must clearly communicate the requirement to the customer, note the services being provided on the BOL or DR, and have the customer sign to acknowledge the service was required and provided.

|                      | Jan. 1/23 | Jan. 1/24  | Jan. 1/25 | Jan. 1/26 | Jan. 1/27 |
|----------------------|-----------|--|-----------|-----------|-----------|
| Hiab                 | \$68.55   | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |           |           |           |
| Power Tailgate       | \$19.00   |  |           |           |           |
| Residential Delivery | \$25.22   |  |           |           |           |
| Re Direct            | \$25.22   |  |           |           |           |
| Five-Ton Tarping     | \$25.22   |  |           |           |           |
| Five-Ton Hourly      | \$46.12   |  |           |           |           |

Refused Full Load Deliveries

A refused load will be paid as if delivered.

A refused load of 8 skids or more returning to the terminal from a zone that has a trip rate will be paid \$60.00. A flat rate of \$30.00 will be paid if returning from an area that is not covered by a trip rate.

Five-Ton Hiab Straight Truck

|                     | Jan.1/23 | Jan.1/24   | Jan.1/25 | Jan.1/26 | Jan. 1/27 |
|---------------------|----------|--|----------|----------|-----------|
| Equipment Allowance | \$17.30  | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |          |          |           |

Five-Ton Hiab Straight Trucks shall be entitled to an Equipment Allowance of \$17.30 per day when called in for work. In order to qualify, equipment must be in good working order.

Straight Truck Trip Rates - Lower Mainland

|                 | Jan.1/23 | Jan.1/24   | Jan.1/25 | Jan.1/26 | Jan. 1/27 |
|-----------------|----------|--|----------|----------|-----------|
| Squamish:       | \$147.56 | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |          |          |           |
| Whistler:       | \$204.07 |  |          |          |           |
| Pemberton:      | \$241.74 |  |          |          |           |
| Abbotsford:     | \$75.35  |  |          |          |           |
| Hope:           | \$226.04 |  |          |          |           |
| Chilliwack:     | \$138.00 |  |          |          |           |
| Agassiz:        | \$188.35 |  |          |          |           |
| Rosedale:       | \$150.70 |  |          |          |           |
| Maple Ridge:    | \$50.23  |  |          |          |           |
| Mission:        | \$75.35  |  |          |          |           |
| Aldergrove:     | \$36.32  |  |          |          |           |
| North Vancouver | \$27.19  |  |          |          |           |
| South Surrey    | \$27.19  |  |          |          |           |
| Anmore          | \$60.00  |  |          |          |           |
| Langley         | \$28.82  |  |          |          |           |

\*\* South Surrey Trip Rate shall be given in the area between 152<sup>nd</sup> and 232<sup>nd</sup> and south of 32<sup>nd</sup> Avenue. Also included will be east of Crescent Beach.

Sunshine Coast

|                                       | Jan.1/23 | Jan.1/24   | Jan.1/25 | Jan.1/26 | Jan. 1/27 |
|---------------------------------------|----------|--|----------|----------|-----------|
| Vancouver to Gibsons:                 | \$143.31 | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |          |          |           |
| Gibsons to Sechelt:                   | \$35.82  |  |          |          |           |
| Sechelt to Pender Harbour:            | \$35.82  |  |          |          |           |
| Pender Harbour to Garden Bay & North: | \$35.82  |  |          |          |           |
| Gibsons to Pender Harbour:            | \$71.65  |  |          |          |           |
| Gibsons to Garden Bay & North:        | \$107.49 |  |          |          |           |

#### **Section 4:**

No one (1) freight claim will exceed \$1,000.00. If the bill of lading is signed clear by consignee or noted as being damaged previous to pick-up the driver will be absolved of all responsibility, If driver accepts responsibility and pays the claim to a maximum of \$1,000.00 and the total claim is under \$5,000.00 no other disciplinary action will be taken by the Company.

#### **Section 5: Payroll Errors**

Any corrections which require payments to employees of more than \$50.00 will be paid within five (5) business days of verification. All other amounts will be paid at the next compensation cycle.

#### **Section 6: Out of Town Accommodation**

Where a driver is out of town and cannot return to the terminal for any reason (i.e. 14-hour driving limit exceeded or ferry breakdown issues, etc.), and requires accommodation overnight, the Company shall reimburse the driver for the cost of meals to a maximum of \$15.00 for breakfast, \$15.00 for lunch, \$35.00 for dinner, and reasonable accommodation (as determined between the driver and the operations), provided that the driver submits all receipts.

### **ARTICLE VII – HEALTH & WELFARE**

#### **Section 1: Insurance Coverage**

The following coverage will be instituted with a common carrier:

- (a) Group Life Insurance for each qualified employee - \$100,000.
- (b) Accidental Death & Dismemberment Insurance for each qualified employee - \$100,000.
- (c) Weekly Indemnity benefit rate for Owner Operators will be equal to the Employment Insurance (EI) maximum weekly rate plus \$300.00 per week for fifty-two (52) weeks.

Weekly Indemnity benefit rate for Hourly Employees will be equal to the Employment Insurance (EI) maximum weekly rate plus \$200.00 per week for fifty-two (52) weeks.

Owner Operators will be entitled to unreduced weekly indemnity benefits if they are qualified for such benefits because of the nature of the injury, regardless of whether they use a replacement driver or not.

The Union agrees that if the Company maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the unemployment Insurance Act" the employees' 5/12 share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

- (d) The waiting period for disease shall be three (3) days. No waiting period for injury or hospitalization.
- (e) Principles set out in Section 3 shall apply to the coverage in Section 1.

### **Section 2: Medical Coverage**

Medical coverage including BC Medical Services and Extended Health Benefits coverage shall be provided by the Company at no cost to the employee. The Extended Health Benefit coverage shall include:

- (a) Hospitalization coverage up to a maximum of \$8.50 per day.
- (b) Payment up to a maximum of six hundred dollars (\$600.00) per qualified Employee and their dependents in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription. The Company shall reimburse the employee for the cost of eye examinations up to a maximum of one hundred twenty-five dollars (\$125) once every twenty-four (24) months.
- (c) The Extended Health Benefit Plan lifetime maximum amount of benefits payable for a member or Dependent is \$180,000.00. Dependents are eligible until reaching age 21, or to any age if in full-time attendance at a school or university, or to any age if handicapped.
- (d) The professional services of an acupuncturist, chiropractor, naturopath, physiotherapist, massage practitioner, podiatrist, psychologist, and speech language pathologist shall be to a combined maximum of \$1,100.00 per calendar year.

### **Section 3: General Principles**

- (a) Premium cost for the Health and Welfare Plan and insurance, excluding LTD premiums, shall be paid by the Company.
- (b) Participation in the Plan is to be a condition of employment.
- (c) Any new employee will be eligible to become a covered employee on the first day of the month following completion of the probationary period; and is employed on a permanent, non-seasonal basis; and is employed on average a minimum of 25 hours per week.

- (d) Survivor benefits shall be provided for 3 months following the death of a plan member.
- (e) It is the employee's responsibility to inform the Company when they have completed their probation period. It is also the employee's responsibility to request the required enrolment cards from the Company. Benefits will not begin until all forms are submitted to the Company.
- (f) A regular employee is entitled to benefits if employed a minimum of twenty-five (25) hours per week in a six (6) month period.

#### **Section 4: Dental Plan**

A Dental Plan will be provided based on the following general principles:

- (a) Basic dental services (plan A) – Plan pays 80% of approved schedule of fees.
- (b) Prosthetics, crowns, and bridges (plan B) - Plan pays 60% of approved schedule of fees.
- (c) Orthodontic (plan C) – Plan pays 60% of approved schedule of fees to a lifetime maximum of \$4,000.00.
- (d) Children below the age of 18 years shall be entitled to cleaning and x-rays every six (6) months, all others every nine (9) months.

The principles set out in Section 3 shall apply to the Dental Plan.

#### **Section 5: Long Term Disability**

- (a) The monthly non-taxable benefit will be 60% of the average monthly earnings in the previous 6 months prior to disability to a maximum benefit of \$4,000, or 85% of pre-disability take home pay, whichever is less.
- (b) Premiums shall be calculated using the average number of hours worked in the last six (6) months and the current hourly rate of pay.
- (c) The principles set out in Section 3 (b) (c) and (e) shall apply.

#### **Section 6: Option Change**

The Company has the right to propose an alternative carrier for the Health & Welfare Plan as long as the benefits are the same or better.

### **Section 7: Lay-Off Coverage**

When an employee is laid off, they shall be covered for benefits, excluding Weekly Indemnity, Long Term Disability and Out of Country coverage to the end of the month after the month in which they were laid off.

When returning to work after lay-off, if benefits have been terminated, benefits will resume upon completion of forty (40) hours in one (1) month.

### **Section 8: Employee and Family Assistance Program**

The Company will provide an Employee and Family Assistance Program to all employees.

### **Section 9: Medical Examinations**

Upon production of receipt, the Company shall reimburse the Company employees who are required to maintain a Class1 Driver's License the cost of medical examinations required to maintain their license.

### **Section 10: Handbook and Plan Contract Distribution**

Upon ratification of this Agreement, the Company will supply all employees a copy of the Benefits Program Handbook. The Company shall, upon hiring new employees, provide them with a copy of the Benefits Program Handbook. In the event there are changes to the program in the future all employees shall receive the updated handbook. The Union will be provided with copies of the current plan contracts.

### **Section 11: Paid Sick Days**

All employees are entitled to five (5) paid sick days pursuant to Section 49.1 of the BC Employment Standards Act, and the statutory calculations for said paid sick days are as follows:

- Hourly shall be paid according to the formula used in the Employment Standards Act under Section 49.1.
- Owner Operators shall be paid ten (10) hours at the Company Drivers' hourly rate for a sick day.

An Owner Operator's truck must be out of service for that day in order for the Owner Operator to be eligible for a paid sick day.

### **Section 12: Pay for Day of Injury**

Where a 5 Ton Owner Operator or a Tractor Owner Operator is injured during their work day and they are unable to complete their shift, they shall be paid either their accrued income for that day or ten (10) hours pay at the Company driver's hourly rate, whichever is greater, provided that a claim is filed with WSBC and it is accepted.

## **ARTICLE VIII - RETIREMENT SAVINGS PLAN**

### **Section 1: Owner Operators**

The Company will offer a Retiring Savings Plan through which the Company will match the Owner Operator's contribution up to four percent (4%) of monthly earnings to a yearly maximum of \$3,000.00.

The Owner Operator must be employed for a period of six (6) months to participate in the plan. An Owner Operator is entitled to make one (1) withdrawal in each calendar year from their plan with no penalty. If an employee leaves the Company, the balance in their account plus growth may be transferred to another plan of their choice.

### **Section 2: Other Employees**

The Company will offer a Deferred Profit Sharing Plan (DPSP) through which the Company will match the employee's contribution up to a yearly maximum of \$3,000.00.

The Employee must be employed for a period of six (6) months to participate in the plan. An Employee is entitled to make one (1) withdrawal in each calendar year from their plan with no penalty. If an employee leaves the Company, the balance in their DPSP Plan plus growth may be transferred to another plan of their choice.

## **ARTICLE IX – SENIORITY**

### **Section 1: Principle**

The Company recognizes the principle of seniority, competency considered.

### **Section 2: Reduction and Recall of Forces**

- (a) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect to apply his seniority to bump into another job.
- (c) Employees with five (5) years or more seniority who are laid off from their home terminal will be allowed to bump into another terminal.
- (d) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his seniority subject to the competency of the persons involved.

- (e) Employees will be notified of recall by telephone, which will be confirmed by registered mail. It is the responsibility of laid-off employees to keep the Company informed of their current address and telephone number. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no later than three (3) working days after receipt of the registered notice. Employees working full time elsewhere may request up to an additional two (2) weeks to provide adequate notice to their current employer.

### **Section 3: Retention during Layoff**

Seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) years' service shall retain their seniority for six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.

Laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) day's work.

It shall be the employer's responsibility to maintain an address file on his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address.

### **Section 4: Probationary Period**

- (a) All employees are hired on probation. The probationary period to continue for four hundred and eighty (480) hours of work during which time they will be considered temporary workers with no seniority rights. During this period of probation, the Company has the right to assess an employee's suitability for employment.

Upon completion of the probationary period, they shall be regarded as regular employees and entitled to seniority dating from the day on which they were hired.

- (b) Probationary employees will be called into work on the basis of their hire date.
- (c) Clause (a) of this Section does not apply to employees who move from one operation of the Company to another Company operation within thirty (30) days for those laid-off; and within ninety (90) days for those terminated as a result of a permanent closure.



### **Section 5: Absence without Leave**

Any employee who is absent without leave for a period of more than three (3) consecutive working days shall forfeit all seniority rights. This shall not interfere with the Company's right to discharge for proper cause.

### **Section 6: Seniority List**

A seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting date with the Company of each regular employee. The Company will advise the Union once each month of changes to the said list.

Employees who restrict their availability for full time work shall be placed on a separate Casual seniority list. Casual employees who later become available for full time work shall be placed on the regular seniority list with a date commencing with the removal of their restriction. They shall maintain Company hire date seniority for benefits and vacation purposes.

### **Section 7: Job Posting**

All vacancies shall be posted at all terminals for not less than five (5) consecutive business days except as provided in paragraphs (d) and (e) in this section. The Company shall fill the position in accordance with Section 1 above.

- (a) All postings shall include the classification, the hours of the shift, rate of pay, and the days of the week.
- (b) An employee absent from work due to suspension, vacation, WCB, Weekly or Long Term Disability shall notify the Company in writing of their intention to apply for a job posting which may be posted in their absence.
- (c) If the position is then still not filled it will be open to the general public.
- (d) Vacation relief shall be filled on a temporary basis, (if required by the Company), with the most senior qualified employee upon their request.
- (e) When a job within a classification covered by this agreement becomes vacant for two (2) weeks or less due to sickness, injury or leave of absence the Company will fill the position on a temporary basis with the most senior qualified employee upon their request.

### **Section 8: Company Trucks**

- (a) If the Company decides to put on an additional Company truck, the position will be offered to employees on a seniority basis, competency considered.

- (b) The Company will not lay off driver-owners to replace them with Company trucks.
- (c) It will not be a requirement of Company employees to purchase any vehicular equipment as a condition of continued employment.

### **Section 9: Dock Seniority**

For outbound loading purposes, on the first designated shift, seniority will prevail as to what he/she wishes to load that day. In the event that the work assignment cannot work this way due to operational requirements or staffing issues, the Company reserves the right to assign the available work in its sole discretion.

## **ARTICLE X – LEAVE OF ABSENCE**

### **Section 1: Injury and Illness**

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

When a medical certificate is requested by the Company, the Company shall reimburse the employee up to a maximum of one hundred dollars (\$100.00) for the cost of the certificate. The Company will also pay up to four (4) hours' pay for any lost time incurred to acquire said certificate.

### **Section 2: Maternity and/or Parental Leave**

The Company will grant a reasonable period of extended maternity and/or parental leave without pay to employees where there is a valid reason. The Company will cover and pay premiums for the employee's benefit coverage up to a maximum of seventeen (17) weeks.

### **Section 3: Written Permission**

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness and injury covered by Section 1 above.

### **Section 4: Compassionate, Extended Vacation, and Education Leave**

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- (a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.

- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave for education or training purposes where a suitable replacement is not available.
- (d) Benefit premiums may be paid by Owner Operators while on such leave. On March 1<sup>st</sup> of each year the Company will post the annual vacation calendar showing all vacations for the vacation year approved to date by seniority
- (e) Benefits for extended vacation and educational leave will be paid by the Employee after three (3) months.

### **Section 5: Bereavement Leave**

- (a) The Company will grant up to three (3) days leave of absence with pay to all regular employees and Owner Operators in the event of a death in said employee's immediate family. Owner Operators shall be paid ten (10) hours' pay per day at the applicable Company Driver's rate.
- (b) The Company will grant up to three (3) days leave of absence without pay to temporary employees in the event of a death in said employees' immediate family.
- (c) Immediate family shall be defined as: employee's spouse, mother, father, brothers, sisters, daughters, sons, mother-in-law and father-in-law, sons-in-law, daughters-in-law, stepchildren, stepparents, grandparents, grandparents-in-law and grandchildren.

### **Section 6: Union Business**

- (a) The Company will grant leave of absence to employees who are appointed or elected to employment with the Union office for a period up to and including three (3) years. Further leave of absence will be granted on request. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in clause (a) and (b) above, the employer will be given notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

## ARTICLE XI – VACATIONS

### Section 1: Vacation Time

- (a) Earned vacations up to two (2) weeks must be taken.
- (b) On December 15<sup>th</sup> of each calendar year all unused vacation pay from the previous calendar year will be paid to the Employee.

### Section 2: Vacation Entitlement

- (a) Employees with one (1) to four (4) years of completed service with the Company shall be entitled to two (2) weeks' vacation with four percent (4%) vacation pay or effective January 1, 2020, eighty (80) hours at the hourly rate of the employee's regular job, whichever is greater.
- (b) Employees with four (4) to nine (9) years of completed service with the Company shall be entitled to three (3) weeks' vacation with six percent (6%) vacation pay or effective January 1, 2020, one hundred and twenty (120) hours at the hourly rate of the employee's regular job, whichever is greater.
- (c) Employees with nine (9) to sixteen (16) years of completed service with the Company shall be entitled to four (4) weeks' vacation with eight percent (8%) vacation pay or effective January 1, 2020, one hundred and sixty (160) hours at the hourly rate of the employee's regular job, whichever is greater.
- (d) Employees with sixteen (16) or more years of completed service with the Company shall be entitled to five (5) weeks' vacation with ten percent (10%) vacation pay or effective January 1, 2020, two hundred (200) hours at the hourly rate of the employee's regular job, whichever is greater.

### Section 3: Qualifications for Vacation Pay - Regular Job Rate Method

- (a)
  - (i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
  - (ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.

- (iii) Where there is no common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to his anniversary date in the succeeding year.
- (b) For purposes of computing the requisite hours the following will be included:
- (i) All hours worked;
  - (ii) Statutory Holiday hours;
  - (iii) Jury and Crown witness duty;
  - (iv) Bereavement leave;
  - (v) Vacation hours;
  - (vi) Time not exceeding one (1) year, lost as the result of an accident recognized as compensable by the Workers' Compensation Board and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his employment.
  - (vii) Time not exceeding one (1) year, lost as the result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to his employment. It is understood that the employer may require that the employee provide a certificate from a qualified medical practitioner.
  - (viii) Time lost as a result of layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
  - (ix) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.
  - (x) All hours worked in more than one (1) division of the parent Company as a result of transfer or layoff.

#### **Section 4: Scheduling Agreement**

- (a) Prime time is June 15 to September 15. Employees shall have the right to schedule a minimum two (2) weeks' vacation during prime time. The Company recognizes their obligation to have staffing levels to accommodate this. Requests for more than two (2) weeks shall be subject to management approval.

- (b) Employees may schedule one (1) day of vacation with vacation pay, subject to management approval.
- (c) Vacation scheduling between January 1<sup>st</sup> and the last day of February will be by seniority. The senior person in the job category shall have preference should quantity and regularity of production be an issue. Holidays booked during this period shall be taken between March 1<sup>st</sup> and the last day of February of the following year.
- (d) Vacations scheduled after the last day of February for the calendar year shall be approved on a first come first serve basis. Employees must apply on the form provided by the Company and shall receive a signed copy acknowledging receipt. Approvals or denials shall be provided within seven (7) days of application. Responses not received within seven (7) days shall be deemed as granted.
- (e) Nothing in this Agreement shall preclude any employee taking all their vacations at one time provided it does not interfere with productivity and regularity of production, subject to management approval.
- (f) If an employee has five (5) or more consecutive verifiable sick days they may apply to use vacation pay for the lost time.

#### **Section 4: Employment Standards Act**

Part 7 – Annual Vacation of the *Employment Standards Act*, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

### **ARTICLE XII – STATUTORY HOLIDAYS**

#### **Section 1: Recognition**

Statutory Holidays are New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day of Truth & Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

#### **Section 2: Statutory Holiday Pay**

Employees shall receive eight (8) hours pay for Statutory Holidays. In addition, all hours worked on a Statutory Holiday shall be paid at time and one-half (1½).

Employees working on a Statutory Holiday shall be entitled to another compensating day off without pay, to be scheduled and taken within ninety (90) days.

## **ARTICLE XIII – SAFETY & ACCIDENT PREVENTION COMMITTEE**

### **Section 1: Composition**

- (a) The Management of every operation shall maintain an Accident Prevention and Safety Committee consisting of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (b) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.

### **Section 2: Duties**

The general duties of the Accident Prevention and Safety Committee shall be as directed by the regulations made pursuant to the *Workers Compensation Act*.

### **Section 3: Pay for Meetings**

- (a) The Company will pay straight-time rates as per Article VI not exceeding two (2) hours per meeting to employee members for the actual time spent in attending Accident Prevention and Safety Committee meetings outside of working hours.
- (b) The rate to be paid to hourly employees shall be their regular straight-time job rate.
- (c) The rate to be paid to Owner Operators shall be the hourly Tractor Driver rate.

### **Section 4: Meetings During Work**

Where Accident Prevention and Safety Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

### **Section 5: Investigations**

In the case of an accident, the Accident Prevention and Safety Committee in the operation shall, where reasonably possible, within forty-eight (48) hours, appoint one (1) Union member of the committee to assist in conducting an investigation into such accident. When investigations are conducted by the RCMP or the Department of Transport, a Union member of the committee shall be appointed to assist in the investigation, upon request of the investigators. All accident investigation reports will be reviewed by the Accident Prevention and Safety Committee.

NSC violations will be reviewed by the Safety Committee. Disciplinary action will be taken at management's discretion, subject to Article XV.

### **Section 6: Forklifts and Power Jacks**

All Union workers are to be trained in the proper operation of forklifts and power jacks. The Company will pay for and provide the training to operate a forklift and power jacks.

### **Section 7: Safety Equipment**

The Company shall supply the following safety equipment free of charge to all employees in addition to any requirement of the WCB regulations and Act:

1. A Hi-Vis vest shall be issued once per year or when damaged vest is turned in to the Company.
2. A Hard hat shall be provided for those required to wear them and shall be replaced upon the expiry date of the hard hat or upon presentation of the damaged hard hat.
3. An allowance of \$275.00 per year will be provided to each employee to supply themselves with proper footwear. The Company shall provide gloves at no cost to employees provided they exchange their worn out ones for new ones. A pair of gloves shall be provided by the Company upon hiring. Upon completion of their probationary period the employee shall be entitled to a prorated payment of \$275.00 allowance based on their month of hire to the end of the year.
4. Ear plugs shall be provided.
5. Safety Glasses shall be provided and will be replaced upon presentation of damaged glasses.
6. The Company will provide rain gear (including rain boots and gloves) for all dockworkers working a regular shift, which requires them to spend a substantial portion of the shift loading/unloading outdoors. The employees issued such gear will be responsible for replacing misplaced/lost items at their expense.

### **Section 8: Working Alone**

Where risk of injury could occur, and first aid or qualified assistance is not immediately available the Company shall not require workers to work alone in compliance with WorkSafe BC regulations.



## **Section 9: National Safety Code Compliance**

Drivers must advise the Company of other employment and no driver will work beyond provisions of the National Safety Code.

## **ARTICLE XIV – HUMAN RIGHTS AND HARASSMENT**

### **Section 1: Human Rights**

The Company and Union agree that there shall be no discrimination against any employee because of a person's age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, Union membership, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

### **Section 2: Harassment**

Harassment or bullying includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Company shall ensure that the workplace is free of harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.

The Company shall be responsible to provide instruction, training, information, and supervision and to provide a workplace free of harassment and/or bullying. Such training, instruction, and information may be provided at Drivers Meetings, Safety Meetings, Crew Meetings, or any other time deemed appropriate by Management.

All harassment complaints originating in the workplace or Company related functions will be investigated. An operational Union representative pre-appointed by the Local Union will participate in the investigation. Where no operational Union representative is available the Union will appoint one.

## **ARTICLE XV – ADJUSTMENT OF GRIEVANCES**

### **Section 1: Procedure**

The Company and the Union mutually agree that, when a grievance arises under the terms of this Agreement, it shall be taken up in the manner set out below:

#### Step One

The individual employee involved shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days of the date of the said grievance.

#### Step Two

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with either the personnel officer or foreman, or both, as designated by the Company.

#### Step Three

If the problem is not then satisfactorily solved, it shall be referred to the Union and the Management.

#### Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XVI.

### **Section 2: Time Limit**

If a grievance has not advanced by the Union to the next step within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedures shall be at an end. In the case of the employer not responding to a grievance within fourteen (14) days after completion of the preceding stage the grievance shall be deemed as accepted and the Company shall make the grievor whole as per the settlement request in the grievance. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved Employee or the Shop Committee from the operation, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## **ARTICLE XVI – ARBITRATION**

### **Section 1: Arbitrations**

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XV, the matter shall be determined by arbitration in the following manner: Either Party may notify the other Party and the Arbitrator in writing or email, receipt of which to be acknowledged, of the question or questions to be arbitrated.
- (b) No one shall serve as an Arbitrator who: Either directly or indirectly has any interest in the subject of the arbitration. Has participated in the grievance procedure preceding the arbitration. Is, or has been, within a period of six (6) months, preceding the

initiation of arbitration proceedings, employed by any Local Union, United Steelworkers or a Company directly engaged to the transportation industry.

- (c) Unless appealed, the decision of the Arbitrator shall be final and binding upon the Company and the Union.
- (d) The Parties shall agree upon a single arbitrator. If the Parties fail to appoint an Arbitrator, they shall forthwith request the Honorable Minister of Labour of the province of British Columbia to appoint the Arbitrator required.

### **Section 2: Cost Sharing**

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the Arbitrator, and steno-graphic and secretarial expenses, and rent connected with his duties as Arbitrator.

### **Section 3: Place of Hearing**

Any arbitration to be held hereunder shall be held at the City of Delta or at such other place as may be decided by the Parties.

## **ARTICLE XVII – STRIKES AND LOCKOUTS**

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided, or brought about on its part.
- (c) In the event of a strike during the term of this Agreement, the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.
- (d) In the event of a strike, all freight in transit will be delivered.


## **ARTICLE XVIII – EDUCATION FUND**

The Company agrees to make an annual \$6,000.00 contribution in the month of September in each year of the Collective Agreement to the USW Local 1-1937 Education Fund.



**ARTICLE X1X – DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after January 1, 2023 to midnight the 31<sup>st</sup> day of December 2027 and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within sixty (60) days immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company, or at the Burnaby office of the Union, within sixty (60) days immediately preceding the 31<sup>st</sup> day of December 2027. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
  
- (b) The Parties hereto agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c. 244 is excluded from the Memorandum of Agreement.

**For the Company:**

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

**For the Union:**

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


*/jw*  
usw 1-1037

LETTER OF UNDERSTANDING NO. 1


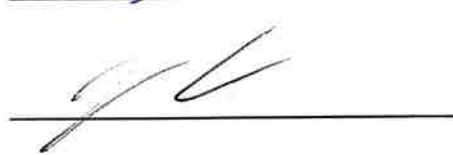
SIGNING BONUS

The Company agrees to pay a \$500.00 Signing Bonus to all Employees effective on the date of ratification.

For the Company:

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

For the Union:

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

Date Nov. 20, 2023

ljw  
usw 1-1937

## LETTER OF UNDERSTANDING NO. 2

### OWNER OPERATOR REPLACEMENT DRIVERS

Between

Comox Valley Distribution Ltd. – Squamish Freight Ways Ltd.

*(the “Company”)*

and

USW Local 1-1937

*(the “Union”)*

and

Comox Valley Distribution – Squamish Freight Way Ltd. Owner Operators

*(the “Owner Operator”)*

and

Replacement Driver

1. Owner Operators shall be allowed to use a replacement driver in the case of temporary illnesses, medical leave, and leave of absences, as well as vacations that are approved by the Company.
2. Replacement Drivers must be approved by the Company prior to beginning work.
3. The Owner Operator and Replacement Driver recognizes the Company’s right to withdraw its approval of its Replacement Driver in the event of a serious breach of customer service, ongoing cargo damage, equipment damage or any other incident which would be considered cause for termination in the normal course of business.
4. The Owner Operator shall be responsible for training of the Replacement Driver in all aspects of the business required to perform efficiently to Company standards which shall include a minimum of two (2) days of on the job training.
5. Replacement Drivers will become Union members immediately upon the date of hire and the Company will submit dues on behalf of the driver beginning on the first day of hire. All dues remitted on behalf of the replacement driver shall be deducted from monies owed to the Owner Operator.
6. The Replacement Driver will be dispatched using his start date for determining his assignments.
7. The Company shall continue to pay benefits for the Owner Operator while on sick leave or holiday when a replacement driver is utilized.

8. Replacement Drivers shall not accumulate seniority on the Company seniority list and shall not be entitled to benefits during their temporary employment as a Replacement Driver.
9. The Replacement Driver shall be paid wages by the Owner Operator based upon the Collective Agreement in place with Squamish Freight Way Ltd. at the time the replacement driver is hired. The Owner Operator and/or Replacement Driver will provide verification of such on the request of the Union.
10. The use of a Replacement Driver shall be at the Owner Operator's discretion.
11. In the event a leave is granted under Section 1 of this Letter of Understanding the Company shall not be required to recall a laid off Owner Operator except when a vacation is granted for a period of more than five (5) weeks.

  
\_\_\_\_\_

Company

  
\_\_\_\_\_

Union

\_\_\_\_\_  
Owner Operator

\_\_\_\_\_  
Replacement Driver

Date \_\_\_\_\_

*fw*  
*usw 1-1937*

**LETTER OF UNDERSTANDING NO. 3**

**OWNER OPERATOR RATE REVIEW**

Owner Operators shall have the right to have their specific runs reviewed where extenuating circumstances prevail.

The Owner Operator shall advise the Company of any concerns or questions regarding compensation within thirty (30) days of receiving the compensation summary.

For the Company:

For the Union:

For the Company:

For the Union:

*Guy Root*

*Rick Nelson*

Date: January 18, 2018

*fjw  
usw 1-1937*



**LETTER OF UNDERSTANDING NO. 4**

**OWNER OPERATOR EQUIPMENT SPECIFICATIONS**

Straight Trucks hired after the signing of this Agreement must;

1. Be a maximum of ten (10) years old.
2. Have a 22 foot deck or high cube van.
3. Have an operating 2,500 pound power tailgate.
4. Have a G.V.W. of 14,500 kgs.
5. Must be painted Company colors with the Company Name Decals displayed on the vehicle doors. Company decals must be maintained in good condition. (Decals to be supplied by the Company)
6. Not have significant body damage, graffiti, advertising, or unauthorized decals.
7. Paint damaged panels to match truck.

Tractor Trucks hired after the signing of this agreement must:

1. Be a maximum of 10 years old.
2. Have a maximum 220" wheel base.
3. Have G.V.W. of 47,500 kgs.
4. Must be painted Company colours with the Company name decals displayed on the vehicle doors. (Decals to be supplied by the Company)
5. Not have significant body damage, graffiti, advertising, or unauthorized decals.
6. Paint damaged panels to match truck.

The Company may waive the age requirement if the unit is in a good and safe condition. The Company may require a second in-house inspection per year at the expense of the Company. Any mechanical deficiencies identified by the in-house inspection shall be the responsibility of the Owner Operator.

The Company may waive the paint requirement providing the unit meets the appearance requirements of the Company.

Existing Owner Operators will not be required to replace their existing unit if over ten (10) years of age to maintain their guarantees providing their unit is kept in a safe and presentable condition.

For the Company:

*Guy Root*

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For the Union:

*Rick Nelson*

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Date: January 18, 2018

## SUPPLEMENT NO. 1

### RATE TABLES

**GREATER VANCOUVER & AREA**

**SQUAMISH – OVERNIGHT**

**WHISTLER – OVERNIGHT**

**MOUNT CURRIE – OVERNIGHT**

**PEMBERTON – OVERNIGHT**

**SUNSHINE COAST**

**GREATER VANCOUVER & AREA**

| <b>WEIGHT</b> | <b>2023</b> | <b>2024</b>  | <b>2025</b> | <b>2026</b> | <b>2027</b> |
|---------------|-------------|--|-------------|-------------|-------------|
| 0-99          | 4.76        | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |             |             |             |
| 100-124       | 6.29        |  |             |             |             |
| 125-149       | 6.73        |  |             |             |             |
| 150-174       | 7.37        |  |             |             |             |
| 175-199       | 8.36        |  |             |             |             |
| 200-249       | 11.48       |  |             |             |             |
| 250-299       | 12.80       |  |             |             |             |
| 300-349       | 14.12       |  |             |             |             |
| 350-399       | 15.45       |  |             |             |             |
| 400-449       | 16.79       |  |             |             |             |
| 450-499       | 18.08       |  |             |             |             |
|               |             |  |             |             |             |
| 500-1000      | 2.44        |  |             |             |             |
| Minimum       | 18.08       |  |             |             |             |
|               |             |  |             |             |             |
| 1000-2000     | 1.92        |  |             |             |             |
| Minimum       | 24.57       |  |             |             |             |
|               |             |  |             |             |             |
| 2000-5000     | 1.36        |  |             |             |             |
| Minimum       | 38.39       |  |             |             |             |
|               |             |  |             |             |             |
| 5000-10000    | 0.94        |  |             |             |             |
| Minimum       | 69.12       |  |             |             |             |
| Maximum       | 92.11       |  |             |             |             |
|               |             |  |             |             |             |
| 10000 & over  | 0.53        |  |             |             |             |
| Minimum       | 92.10       |  |             |             |             |
| Maximum       | 115.43      |  |             |             |             |

**SQUAMISH - Overnight**

| <b>WEIGHT</b>  | <b>2023</b> | <b>2024</b>  | <b>2025</b> | <b>2026</b> | <b>2027</b> |
|----------------|-------------|--|-------------|-------------|-------------|
| 0-5            | 2.73        | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |             |             |             |
| 6-10           | 2.88        |  |             |             |             |
| 11-20          | 3.18        |  |             |             |             |
| 21-30          | 3.37        |  |             |             |             |
| 31-40          | 3.52        |  |             |             |             |
| 41-50          | 3.64        |  |             |             |             |
| 51-74          | 4.57        |  |             |             |             |
| 75-99          | 5.30        |  |             |             |             |
| 100-149        | 6.15        |  |             |             |             |
| 150-199        | 6.91        |  |             |             |             |
| 200-249        | 7.56        |  |             |             |             |
| 250-299        | 8.29        |  |             |             |             |
| 300-349        | 9.04        |  |             |             |             |
| 350-399        | 9.70        |  |             |             |             |
| 400-449        | 10.41       |  |             |             |             |
| 450-499        | 11.16       |  |             |             |             |
| 500-599        | 11.83       |  |             |             |             |
| 600-699        | 13.25       |  |             |             |             |
| 700-799        | 14.68       |  |             |             |             |
| 800-899        | 16.07       |  |             |             |             |
| 900-999        | 17.44       |  |             |             |             |
| <b>PER CWT</b> |             |  |             |             |             |
| 1000-2000      | 1.49        |  |             |             |             |
| Minimum        | 17.44       |  |             |             |             |
| 2000-5000      | 1.19        |  |             |             |             |
| Minimum        | 30.15       |  |             |             |             |
| 5000-10000     | 0.89        |  |             |             |             |
| Minimum        | 59.40       |  |             |             |             |
| 10000-20000    | 0.50        |  |             |             |             |
| Minimum        | 87.97       |  |             |             |             |

**WHISTLER - Overnight**

| <b>WEIGHT</b>  | <b>2023</b> | <b>2024</b>  | <b>2025</b> | <b>2026</b> | <b>2027</b> |
|----------------|-------------|--|-------------|-------------|-------------|
| 0-5            | 3.43        | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |             |             |             |
| 6-10           | 3.70        |  |             |             |             |
| 11-20          | 4.06        |  |             |             |             |
| 21-30          | 4.67        |  |             |             |             |
| 31-40          | 5.02        |  |             |             |             |
| 41-50          | 5.86        |  |             |             |             |
| 51-74          | 6.56        |  |             |             |             |
| 75-99          | 7.90        |  |             |             |             |
| 100-149        | 10.68       |  |             |             |             |
| 150-199        | 11.96       |  |             |             |             |
| 200-249        | 13.21       |  |             |             |             |
| 250-299        | 14.39       |  |             |             |             |
| 300-349        | 15.65       |  |             |             |             |
| 350-399        | 16.86       |  |             |             |             |
| 400-449        | 18.06       |  |             |             |             |
| 450-499        | 19.26       |  |             |             |             |
| 500-599        | 20.52       |  |             |             |             |
| 600-699        | 22.12       |  |             |             |             |
| 700-799        | 25.46       |  |             |             |             |
| 800-899        | 27.88       |  |             |             |             |
| 900-999        | 30.77       |  |             |             |             |
| <b>PER CWT</b> |             |  |             |             |             |
| 1000-2000      | 2.57        |  |             |             |             |
| Minimum        | 30.77       |  |             |             |             |
| 2000-5000      | 2.17        |  |             |             |             |
| Minimum        | 51.40       |  |             |             |             |
| 5000-10000     | 1.37        |  |             |             |             |
| Minimum        | 107.95      |  |             |             |             |
| 10000-20000    | 0.80        |  |             |             |             |
| Minimum        | 138.23      |  |             |             |             |

**MT CURRIE - Overnight**

| <b>WEIGHT</b>  | <b>2023</b> | <b>2024</b>  | <b>2025</b> | <b>2026</b> | <b>2027</b> |
|----------------|-------------|--|-------------|-------------|-------------|
| 0-5            | 4.77        | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |             |             |             |
| 6-10           | 4.98        |  |             |             |             |
| 11-20          | 5.88        |  |             |             |             |
| 21-30          | 6.53        |  |             |             |             |
| 31-40          | 7.12        |  |             |             |             |
| 41-50          | 7.74        |  |             |             |             |
| 51-74          | 11.42       |  |             |             |             |
| 75-99          | 14.03       |  |             |             |             |
| 100-149        | 14.63       |  |             |             |             |
| 150-199        | 16.42       |  |             |             |             |
| 200-249        | 18.06       |  |             |             |             |
| 250-299        | 19.73       |  |             |             |             |
| 300-349        | 21.41       |  |             |             |             |
| 350-399        | 23.07       |  |             |             |             |
| 400-449        | 24.71       |  |             |             |             |
| 450-499        | 26.31       |  |             |             |             |
| 500-599        | 28.06       |  |             |             |             |
| 600-699        | 31.41       |  |             |             |             |
| 700-799        | 34.77       |  |             |             |             |
| 800-899        | 38.01       |  |             |             |             |
| 900-999        | 40.85       |  |             |             |             |
| <b>PER CWT</b> |             |  |             |             |             |
| 1000-2000      | 3.54        |  |             |             |             |
| Minimum        | 40.85       |  |             |             |             |
| 2000-5000      | 2.90        |  |             |             |             |
| Minimum        | 71.06       |  |             |             |             |
| 5000-10000     | 1.90        |  |             |             |             |
| Minimum        | 144.54      |  |             |             |             |
| 10000-20000    | 1.11        |  |             |             |             |
| Minimum        | 190.79      |  |             |             |             |

**PEMBERTON - Overnight**

| <b>WEIGHT</b>  | <b>2023</b> | <b>2024</b>  | <b>2025</b> | <b>2026</b> | <b>2027</b> |
|----------------|-------------|--|-------------|-------------|-------------|
| 0-5            | 3.92        | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |             |             |             |
| 6-10           | 4.09        |  |             |             |             |
| 11-20          | 4.92        |  |             |             |             |
| 21-30          | 5.53        |  |             |             |             |
| 31-40          | 6.10        |  |             |             |             |
| 41-50          | 6.75        |  |             |             |             |
| 51-74          | 8.47        |  |             |             |             |
| 75-99          | 10.43       |  |             |             |             |
| 100-149        | 13.60       |  |             |             |             |
| 150-199        | 15.22       |  |             |             |             |
| 200-249        | 16.65       |  |             |             |             |
| 250-299        | 18.33       |  |             |             |             |
| 300-349        | 19.89       |  |             |             |             |
| 350-399        | 21.44       |  |             |             |             |
| 400-449        | 23.06       |  |             |             |             |
| 450-499        | 24.58       |  |             |             |             |
| 500-599        | 26.12       |  |             |             |             |
| 600-699        | 26.46       |  |             |             |             |
| 700-799        | 32.38       |  |             |             |             |
| 800-899        | 35.48       |  |             |             |             |
| 900-999        | 38.61       |  |             |             |             |
| <b>PER CWT</b> |             |  |             |             |             |
| 1000-2000      | 3.29        |  |             |             |             |
| Minimum        | 38.61       |  |             |             |             |
| 2000-5000      | 2.65        |  |             |             |             |
| Minimum        | 66.04       |  |             |             |             |
| 5000-10000     | 1.78        |  |             |             |             |
| Minimum        | 134.24      |  |             |             |             |
| 10000-20000    | 1.03        |  |             |             |             |
| Minimum        | 177.07      |  |             |             |             |

**SUNSHINE COAST**

| <b>WEIGHT</b> | <b>2023</b> | <b>2024</b>  | <b>2025</b> | <b>2026</b> | <b>2027</b> |
|---------------|-------------|--|-------------|-------------|-------------|
| 0-99          | 3.41        | Increases for all categories in each of the remaining four (4) years effective January 1st of each year as per the BC Consumer Price Index for the preceding twelve (12) months with a minimum increase of 2.5%. |             |             |             |
| 100-124       | 4.41        |  |             |             |             |
| 125-149       | 4.87        |  |             |             |             |
| 150-174       | 5.33        |  |             |             |             |
| 175-199       | 6.49        |  |             |             |             |
| 200-249       | 7.32        |  |             |             |             |
| 250-299       | 8.31        |  |             |             |             |
| 300-349       | 9.34        |  |             |             |             |
| 350-399       | 10.23       |  |             |             |             |
| 400-449       | 11.24       |  |             |             |             |
| 450-499       | 11.80       |  |             |             |             |
|               |             |  |             |             |             |
| 500-1000      | 1.98        |  |             |             |             |
| Minimum       | 12.20       |  |             |             |             |
|               |             |  |             |             |             |
| 1000-2000     | 1.45        |  |             |             |             |
| Minimum       | 19.73       |  |             |             |             |
|               |             |  |             |             |             |
| 2000-5000     | 1.08        |  |             |             |             |
| Minimum       | 29.40       |  |             |             |             |
|               |             |  |             |             |             |
| 5000-10000    | 0.69        |  |             |             |             |
| Minimum       | 55.93       |  |             |             |             |
|               |             |  |             |             |             |
| Maximum       | 63.62       |  |             |             |             |
|               |             |  |             |             |             |

*ijw*  
*usw 1-1937*