

2023 - 2027

COLLECTIVE AGREEMENT

BETWEEN

COMOX VALLEY DISTRIBUTION LTD

AND

UNITED STEELWORKERS

LOCAL 1-1937

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COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 26th day of January, 2023.

BETWEEN:

COMOX VALLEY DISTRIBUTION 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 of 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 and the Union and the Employees to cooperate fully, individually and collectively, for the advancement of said conditions. It is also agreed that the Company, the Union, and the 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 I – BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agent of the employees of the Company. For the 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 XV, 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 XVI, 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. Any Employee 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 the Employees. Time spent by employees elected as representatives of the Union at such meetings shall be on Company paid time at such meetings.

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 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; provided, however, that this will not be used for the purposes of discrimination against Employees.

Section 2: Hiring and Discipline

The company shall have the right to select its Employees and to discipline or discharge them for proper cause.

Section 3:

- (a) It is agreed that no deduction from pay cheques for claims can be made without written authorization from Employee/Owner Operator.
- (b) The parties agree that the Company is entitled to employ GPS technology in connection with all work vehicles, both Company owned and owner-operated. Accordingly, the Company will receive Employee and Owner Operator co-operation with respect to the installation and use of such tracking and communication devices. Company shall be

responsible for all costs related to purchase, installation and maintenance of noted equipment. Misuse or mistreatment of this equipment will not be tolerated.

- (c) The Company agrees to co-ordinate the premium collection for the purchase of a Long Term Disability Plan to be paid for by the Employees and Owner Operators.

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 with a union supplied copy of the Collective Agreement and introduce the member to a Shop Committee representative.

Section 2: Union Shop

- (a) 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.
- (b) 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 and 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 that they have performed in the past.
- (c) **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 3: Maintenance of Membership

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

Section 4: 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 5: Union Membership

- (a) No Employee shall be subject to any penalties against his application for 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 6: 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 assignment forms shall be completed and signed on 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 and copies of such letter shall be furnished to the Employee and the Shop Committee.

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 named therein not less often 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 7: 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 employment of the Company, whichever date last occurs.

Section 8: Union Dues

The Company will deduct and submit to the Local Union, monthly union dues from all Employees including Employees that have yet to complete their probationary period.

Section 9: 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 10: Change of Ownership

In the event that the Company is sold this agreement shall provide successorship rights to all Employees under the new ownership.

Section: 11

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 - 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 that 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.

Section 3: Respectful Workplace Policy

The parties are committed to maintaining a work environment, which treats all individuals, bargaining unit and others, as well as all client and customer contract individuals with dignity and respect.

Unacceptable behaviour is to be treated with zero tolerance and includes but is not restricted to:

- Physical and verbal assault, fighting, threatening, intimidation, etc.
- Discrimination and/or harassment including derogatory comments, offensive remarks or conduct, taunting, etc.
- Dishonesty, breach of trust, breach of confidentiality, breach of privacy, false claims, etc.
- Mistreatment of Company of customer/client property.
- Unsafe work practices in respect to all work related activities both on and off company property including careless, reckless or negligent conduct endangering the health or safety of others; or, the property of the Company or its clients/customers.

ARTICLE V – 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.

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:

- (a) Article XIV – Safety and Accident Prevention Committee, where the members are designated according to the provisions of the Worker's Compensation Act.

ARTICLE VI - HOURS OF WORK

Section 1: Company 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 Driver to work more than 9 hours in a day or 45 hours in a week they must pay the employee at least:

- (a) 1-1/2 times the employee's regular wage for the hours worked in excess of 9 hours in a day, and
- (b) 1-1/2 times the employee's regular wage for the hours worked in excess of 45 hours in a week.
- (c) Double straight-time rates shall be paid for hours worked in excess of twelve and one-half (12.5) hours per day.

For the purpose of calculating weekly overtime under subsection (b), only the first 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

The regular hours of work shall be eight (8) hours per day and forty (40) hours per week.

- (a) Rate and one-half shall be paid for any hours worked over eight and a half (8.5) hours per day and forty-two and one-half (42.5) 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 (12.5) hours per day;

For the purpose of calculating weekly overtime under subsection (b) only the first eight and a half (8.5) 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: Extra Hours

Hours over the regular hours of work will be on a voluntary basis. In the event, the Company requires an Employee to work extra hours the senior available Employee shall have the right to accept or refuse the extra hours. In the event senior available employees decline the extra hours, the junior available employee must work the extra hours.

Section 4: Breaks

- (a) All employees are entitled to a paid 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: 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. If the concerns cannot be resolved to the complainant's satisfaction by the Shop Committee Chair and Terminal Manager then the Director of Operations and/or the Business Agent may be asked to resolve. This is not meant to bypass the normal grievance process but to maintain an open and ongoing communication.

Section 7: Call Time Hourly Employees and Owner Operators

WHERE NO WORK COMMENCES

- (a) A full-time employee who is scheduled for work and on reporting, finds the scheduled duties are unavailable due to reasons beyond his/her control, shall be entitled to four (4) hours at the applicable rate. This shall not apply if Management gives sufficient notice for cancelling said work.

- (b) A part-time employee who is called for work and on reporting, finds the scheduled duties are unavailable due to reasons beyond his/her control, shall be entitled to two (2) hours at the applicable rate. This shall not apply if Management gives sufficient notice for cancelling said work.

WHERE WORK COMMENCES

- (a) A full-time employee who commences work and the work terminates after the completion of two (2) hours but prior to the completion of four (4) hours, shall be entitled to be paid for four (4) hours for that day at the applicable rate.
- (b) A full-time employee who commences work and the work terminates after the completion of four (4) hours but prior to the completion of eight (8) hours, shall be entitled to be paid for all hours worked for that day at the applicable rate.

ARTICLE VII – RATES

1. Rates for Owner Operators shall be according to Supplement No. 1.
2. Owner Operators who work on the dock or in the yard will be paid at the hourly rate for their job category in the Wage Supplement below (hourly) excluding time for loading their own trucks.
3. Drivers will be paid their appropriate Drivers rate for all duties performed.
4. Employee wage rates will increase according to the following wage supplement.

WAGE SUPPLEMENT

Effective the first pay period following January 1, 2023.

- Increase the Company Tractor Driver rate to \$28.31 per hour prior to the application of the following general rate increases.
- Increase all base rates and accessorial by 6% for all hourly Employees and Owner Operators. Trip rates included.

Wage Supplement

	<i>Effective 1st payroll after Jan 1, 2023</i>			<i>Effective 1st payroll after March 1st</i>			
	<i>Jan 2022 Rate</i>	<i>Increase prior to %</i>	<i>6% increase</i>	<i>* 2024</i>	<i>* 2025</i>	<i>* 2026</i>	<i>* 2027</i>
Dockworker- Chargehand	\$27.00	~	\$28.62	*Increase based on Statistics Canada CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%			
Dockworker	\$26.07	~	\$27.63				
Straight Truck Driver	\$26.54	~	\$28.13				
Tractor Driver	\$27.00	\$28.31	\$30.01				

Effective the first pay period following March 1, 2024

- Increase all base rates and accessorials based on Statistics Canada British Columbia 2023 year-over-year CPI including energy. Trip rates included.
- All employed Tractor Drivers and Warehouse personnel will receive a shift premium of \$0.50 per hour for all hours worked on all regularly scheduled shifts commencing between 1600 and 0300 hours.

Effective the first pay period following March 1, 2025

- Increase all base rates and accessorials based on Statistics Canada British Columbia 2024 year-over-year CPI including energy. Trip rates included.

Effective the first pay period following March 1, 2026

- Increase all base rates and accessorials based on Statistics Canada British Columbia 2025 year-over-year CPI including energy, with a floor of 2.5%. Trip rates included.

Effective the first pay period following March 1, 2027

- Increase all base rates and accessorials based on Statistics Canada British Columbia 2026 year-over-year CPI including energy, with a floor of 2.5%. Trip rates included.

5. For the term of this agreement only, the new hire will be paid the full rate minus \$1.50 for the duration of the probationary period and full rate thereafter. On February 28, 2028, the current language will be reinstated. To include current probationary employees..
6. Any Hourly Employee acknowledged by the Company as the First Aid Level 2 Designate will receive an additional \$0.50 per hour to the rates listed, for as long as they remain the Designate.
7. When travelling from Nanaimo to Vancouver, company drivers will be required to book off one (1) hour lunch break per round trip.

ARTICLE VIII – RETIREMENT PLAN

The Company will offer a Retirement Saving Plan through which the Company will match the Owner Operator's contribution up to 4% of monthly earnings to a yearly maximum of \$3000. The Owner Operator must be employed for a period of 2 years to participate in the Retiring Saving Plan. If the Owner Operator withdraws any portion of their contribution during their tenure with the Company, they will forego any contribution from the Company for one full calendar year.

The Company will offer a DPSP plan through which the Company will match the Hourly Employee's contribution to a Retirement Savings Plan up to 4% of monthly earnings to a yearly maximum of \$3000. The Employee must be employed for a period of 2 years to participate in the plan. If the Employee withdraws any portion of their contribution during their tenure with the Company, they will forego any contribution from the Company for one full calendar year. 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 – HEALTH & WELFARE

Section 1: Insurance Coverage

The following coverage will be instituted on an Industry wide basis with a common carrier:

- (a) Group Life Insurance for each qualified Employee: \$100,000.00
- (b) Accidental Death & Dismemberment Insurance for each qualified Employee: \$100,000.00
- (c) The Weekly Indemnity as follows:

Weekly Indemnity benefit rate will be equal to the Employment Insurance (EI) maximum weekly rate plus \$100 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' 5/12ths share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

Section 2: Medical Coverage

Medical coverage including B.C. Medical Services Plan 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) **Effective March 1, 2024**, payment up to a maximum of six hundred dollars (\$600.00) per qualified Employee and their dependants 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 for qualified Employees and their dependents up to a maximum of one hundred and seventy-five dollars (\$175.00) once every twenty-four (24) months.

- (c) The Extended Health Benefit Plan lifetime maximum amount of benefits payable for all members or dependents is \$180,000. Dependents are eligible until reaching the age of 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 maximum of \$1,100.00 per calendar year. Effective March 1, 2024, increases to \$1,250.00 per calendar year.

Section 3: General Principles

- (a) Premium cost for the Health & 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 the completion of the probationary period.
- (d) Survivor benefits shall be provided for three (3) months following the death of a plan member.

Section 4: Dental Plan

- (a) A Dental Plan will be provided based on the following general principles:
 - (i) Basic Dental Services (Plan A) – Plan pays 80% of the approved Provincial Schedule of fees.
 - (ii) Prosthetics, Crowns and Bridges (Plan B) – Plan pays 60% of approved Provincial Schedule of fees.
 - (iii) Orthodontic (Plan C) – Plan pays 60% of approved Provincial Schedule of fees. (Lifetime maximum of \$4000) per qualified Employee and their dependents.
 - (iv) Children below the age of 18 years shall be entitled to cleaning and x-rays every six (6) months, all others shall be entitled every nine (9) months.

The principles set out in Section 5 shall apply to the Dental Plan.

Section 5: 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 6: Lay-Off Coverage

When an employee is laid off benefit coverages shall be as follows:

Employees shall be covered for benefits excluding Weekly Indemnity and Long Term Disability to the end of the month after the month in which they were laid off.

When returning to work after a lay-off if benefits have been terminated, benefits will resume as follows:

Eighty (80) hours needed in one (1) month to restart benefits.

Section 7: Employee and Family Assistance Program

The Company will make available an Employee and Family Assistance Program to all Employees.

Section 8: Benefits Handbook

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.

Section 9: Reimbursement for Class 1 Medical Examination

Upon production of a receipt, the Company shall reimburse the Company employees who are required to maintain a Class 1 Driver's License the cost of medical examinations required to maintain their license.

ARTICLE X – EDUCATION FUND

The Company agrees to make an annual \$6000.00 contribution in the month of September in each year of the Collective Agreement to the USW Local 1-1937 Education Fund.

ARTICLE XI – SENIORITY

Principle

The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined by the company.

Section 1: Bumping & Transfers from Terminal to Terminal

- (a) Only those regular employees having completed five (5) years or more of service will be allowed to bump from terminal to terminal.
- (b) Regular employees with five (5) or more years' seniority may ~~only~~ bump if they are permanently laid off from their home terminal.
- (c) For the purposes of this section, a reduction of 50 % or more of a regular Employees normally scheduled hours for a period of 120 days or more, shall be considered a permanent layoff upon the request of the Employee.
- (d) In the event an employee bumps and/or transfers (including job postings) to another terminal covered by this agreement, company seniority shall apply.

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) When recalling forces after a period of lay-off following a reduction of forces, an employee shall be recalled in order of his seniority subject to the competency of the persons involved.

- (d) 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 weeks to provide adequate notice to their current employer.

Section 3: Retention During Lay-off

It is agreed between the parties that seniority during lay-offs shall be retained on the following basis:

- (a) Employees shall retain their seniority for a period of eight (8) months.

It shall be the Company's responsibility to maintain an address file on his Employees and it shall be the Employee's responsibility to notify the Company in writing of any change of address.

Section 4: Severance Pay

Employees discharged, laid-off or displaced from their regular job shall be entitled to severance pay of one week of pay for every year worked, up to 10 years and 2 weeks of pay for every year worked beyond 10 years. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This section does not apply to Owner Operators and those terminated for proper cause.

Section 5: Option

Employees laid-off from their regular jobs shall have the option to terminate their employment and accept severance pay, either

- (a) at the time of layoff; or
(b) at the point seniority retention expires.

Section 6: Probationary Period

- (a) Notwithstanding anything to the contrary contained in this Agreement save and except the provisions of Clause (b) of this Section, it shall be mutually agreed that all Employees are hired on probation during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.
- (b) It is agreed that this period of probation is the period during which the Company has the right to assess an Employee to determine whether such Employee is, in the opinion of the Company, suitable for employment.
- (c) Probationary Employees will be called for work on the basis of their hire date.
- (d) Upon completion of four hundred and eighty (480) working hours within twelve (12) months, Probationary Employees shall then be regarded as regular Employees, and shall then be entitled to seniority dating from the day on which they were hired.
- (e) Clause (a) of this Section does not apply to Employees who move from one operation of the Company to another operation of the Company. Such a move must be completed within

thirty (30) days for those laid-off; and within ninety (90) days for those terminated as a result of a permanent closure.

Section 7: Assignment of Runs

Tractor runs will be assigned on a rotation basis providing the equipment is suitable for the run and the driver is acceptable to the customer. Owner Operators may decline set runs providing it is acceptable to the company.

Straight trucks will be assigned and reviewed yearly on set runs. Changes will be based on the unit and other reasonable concerns that the company may have.

Section 8: Shift Assignment for Hourly Employees

- (a) Seniority shall be given preference to shift assignment when an individual expresses a shift preference.
- (b) Top 50% of regular hourly Employees at each terminal to be guaranteed 40 hours per week.
- (c) Regular Employees are those that have completed their probationary period.
- (d) Regular Employees to be called for work in line of seniority.

Section 9: Absence Without Leave

An 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 10: Seniority List

It is agreed that 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 and the starting date for department seniority of each regular Employee. The Company will advise the Union once each month of changes to the said list.

Section 11: Company Trucks

- (a) If the company puts on a company truck, it will be offered to Owner Operators on a seniority basis, being the most senior driver owner will be offered the position first and so on down the line. The Company may buy the driver-owners truck at current wholesale value or may lease it back provided the driver owner is in agreement with the buy back or lease arrangements.
- (b) The company will not lay-off driver-owners to replace them with Company trucks or outside cartage.
- (c) It will not be a requirement for company Employees to purchase any vehicular equipment as a condition of continued employment and no Employee shall be displaced by the introduction of outside cartage.
- (d) The company will have the right to have Owner Operator equipment ten (10) years and older upgraded. All replacement trucks will meet the Company's minimum specifications.

Section 12: Job Posting

All vacancies shall be posted at all terminals for not less than 120 hours (five (5) consecutive business days) except as provided in paragraphs (d) and (e) in this section. The Company shall fill the position according to Article X - Seniority, Principle, provided that the applicant is competent to do the job.

- (a) All postings shall include the job classification, the hours of the shift, rate of pay and the days of the week, and the terminal where the position is to be filled.
- (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) When a job within a classification covered by this agreement becomes vacant for longer than three (3) weeks due to vacation, sickness or injury the Company will fill the position on a temporary basis with the most senior qualified Employee upon their request.

ARTICLE XII – 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.

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 valid reason. The Company will cover and pay the 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 or injury covered by Section 1 above.

Section 4: Compassionate 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, training or extended vacation purposes, conditional on the following terms:

- (a) That the Employee apply 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 educational or training purposes where a suitable replacement is not available.
- (d) All benefits premiums may be paid by Owner Operators while on such leave. 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 in the event of a death in said Employees immediate family.
- (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 without pay to Employees who are appointed or elected to employment with the Union for a period up to and including three (3) years. Further leave of absence will be reviewed upon 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 without pay 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 due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

ARTICLE XIII – STATUTORY HOLIDAYS

Section 1: Pay for Statutory Holidays

- (a) Hourly Employees shall receive their regular days' pay unless they work the Statutory Holiday in which they shall be paid 8 hours statutory holiday pay in addition to hours worked. Employees working a scheduled compressed work shall receive their regular days' pay. (e.g. 4-10's = 10 hrs. pay). All hours worked on a Statutory Holiday shall be paid at time and one-half. The Employee that works the Statutory Holiday shall also be entitled to another compensating day off, without pay, to be scheduled and taken within ninety (90) days.

- (b) Employees whose statutory holiday falls on a vacation day or any other scheduled day off, shall be entitled to another mutually agreed compensating day off resulting in a three (3) day weekend.

Section 2: Statutory Holidays

Statutory Holidays shall include: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

In the event the Statutory Holiday falls on a vacation day or any other scheduled day off the employee shall be entitled to another compensating day off.

Section 3: - Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Employees who are not available for regular full-time work shall have their regular days hours averaged for the purposes of Statutory Vacation Pay. An average days' pay is calculated by dividing "total wages" earned in the 30 calendars preceding the Statutory Holiday by the number of days worked.
 - (iii) Have worked his last scheduled work day before, and his first scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
 - (iv) Notwithstanding (iii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of forty five (45) calendar days.
- (b) In case of injury or illness in (iii) above, the employer shall have the right to request a medical certificate.

ARTICLE XIV – VACATIONS

Section 1: Vacation Time

- (a) Vacations for Employees shall be taken as per holiday scheduling agreement. The Employee shall have the right to schedule a minimum of two (2) weeks holidays at the time of their choosing including prime times. Requests for more than two (2) weeks shall be subject to management approval. Management shall not deny such requests unreasonably. (Prime time is June 15 to September 15). The Company recognizes their obligation to have staffing levels to allow the Employees to take their holidays as per (b) below.
- (b) All earned vacations up to two (2) weeks must be taken. On December 15 of each calendar year, all unused vacation pay from the previous calendar year will be paid to the Employee.

(c) Scheduling Agreement

- (i) Holiday bookings will be by seniority when making application between January 1 and the last day of February. Holidays booked during this period shall be taken between March 1 and the last day of February of the following year.
- (ii) The senior person in the job category shall be given preference if or when quantity and regularity of productions is an issue for holidays booked up to or prior to the last day of February.
- (iii) Holidays scheduled after the last day of February for the calendar year shall be based on a first come first serve basis. An Employee may schedule one (1) day of vacation with vacation pay, subject to management approval. The Company shall give written approval or denial within seven (7) days of application by Employee. When an Employee has applied for vacation within the specified time limits and has not received a response within the required seven (7) days the application shall be deemed as granted.
- (iv) Nothing in this Agreement shall preclude any Employee taking all their holidays at one time provided it does not interfere with productivity and regularity of production, subject to management approval.
- (v) If an Employee has five (5) or more consecutive verifiable sick days they may apply to use holiday pay for the lost time.

(d) Vacation Allotment

When setting vacation schedules, the Company will consider Straight Truck drivers and Straight Truck Owner Operators as one group and Dockworkers, Company Drivers and Tractor Owner Operators as a second group. The number of vacations that can be undertaken during the same period will be governed by the size of each of the two groups within each terminal. The vacation allotment will be determined as follows:

- 1 to 10 positions = 1 vacation spot
- 11 to 23 positions = 2 vacation spots
- 24 to 33 positions = 3 vacation spots
- Over 33 position = 4 vacation spots

(e) Vacation Entitlement

- (i) All employees with one to four years of completed service with the Company shall be entitled to 2 weeks' vacation with 4 % vacation pay.
- (ii) All employees with five to eleven years of completed service with the Company shall be entitled to 3 weeks' vacation with 6 % vacation pay.
- (iii) All employees with 12 to 19 years of completed service with the Company will receive 4 weeks' vacation with 8 % vacation pay.
- (iv) All employees with 20 or more years of completed service with the Company will receive 10% vacation pay.

Section 2: 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 XV – 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 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 Wage Supplement) 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 Employee members shall be the Employee's regular straight-time job rate.
- (c) The rate to be paid to Owner Operator Employee members shall be as per Article VI Wage Supplement.

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 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.

Section 6: Forklifts and Power Jacks & Company Training

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.

Any training required by the Company shall be paid for at the straight-time wage classification, paid as per the stipulated training curriculum. This includes Owner Operator at hourly 5 Ton or Tractor rate.

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;

- (a) A Hi-Vis vest shall be issued once per year or when damaged vest is turned in to Company.
- (b) 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.
- (c) Ear plugs shall be provided.
- (d) Safety Glasses shall be provided and will be replaced upon presentation of damaged glasses.
- (e) 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.
- (f) Commencing January 1, 2018, and each year thereafter, an allowance of \$250.00 per year will be provided to each employee to supply themselves with proper footwear and gloves. A pair of gloves shall be provided by the Company upon hiring and upon completion of their probationary period; the employee shall be entitled to a prorated payment of the \$250.00 allowance based on their month of hire to the end of the year.
- (g) At the time the January 1 boot allowance becomes payable, if a current employee is off for any reason, they will be paid the allowance in the first pay period upon their return. In addition, if an employee has been absent for longer than one (1) year, meaning they have not worked a day from January 1 to December 31st the company can withhold payment of the said \$250 boot allowance for that year.

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: Radios & Cell Phones

Where the Company requires employees and or owner operators to use Radios and or Phones for company business the Company shall be responsible for all associated costs.

Section 10: Zero Tolerance

There will be zero tolerance for drugs and alcohol with respect to all work related activities both on and off company premises, and both inside and outside of work vehicles.

Section 11: National Safety Code

It is agreed that NSC Violations will be reviewed by the Safety Committee. Disciplinary action may be taken by Management at its discretion.

Section 12: Other Employment

Drivers must advise the company of other employment. Drivers will not be permitted work beyond provisions of the National Safety Code.

ARTICLE XVI – 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 forth in Article XVI.

Section 2: Time Limit

If a grievance has not advanced by the Union to the next stage 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 procedure 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 XVII – ARBITRATION

Section 1: Process

- (a) In the case of a dispute arising under this Agreement, which the Company and Union 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, by registered mail, 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) The decision of the Arbitrator shall be final and binding upon the Company and the Union, except in the case where an appeal may be filed due to an error in law.
- (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 Company and the Union shall bear in equal proportions the expenses and allowances of the Arbitrator, stenographic, secretarial expense, and rent connected with his duties as Arbitrator.

Section 3: Place of Hearing

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

ARTICLE XVIII – 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 XXIX – MEETINGS

There will be a minimum of four meetings per year (once in Courtenay, once in Port McNeil, once in Nanaimo and once in Victoria) between the Company, the Union, and the Employees to discuss any concerns Employees may have.

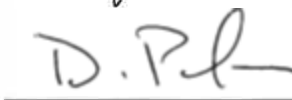
ARTICLE XX – DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st. day of January 2023 to midnight the 31st 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 Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within sixty (60) days immediately preceding the 31st 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, but 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.

Signed on Behalf of:

UNITED STEELWORKERS LOCAL 1-1937





Signed on behalf of:

COMOX VALLEY DISTRIBUTION LTD.





Dated at Duncan, BC this 16 day of August, 2023

SUPPLEMENT #1 - OWNER OPERATOR RATES

Tractor Owner Operators Compensation

2022	Jan 1/23	Mar 1/24	Mar 1/25	Mar 1/26	Mar 1/27
	6.0%	Increase based on Statistics Canada CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%			
\$52.88	\$56.05				

When called in, a Tractor Owner Operator will be paid for a minimum of 4 hours. In the event that no tractor work is available, the Owner Operator may be utilized in performing other work for the duration of the 4 hours.

The Tractor 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 pay and statutory holidays. The Owner Operator will be responsible for submitting to the appropriate agencies all statutory deductions as required by law.

Straight Truck Owner Operators

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 Straight Truck Owner Operator will receive an itemized schedule providing the details of his compensation at the time of payment.

The Straight Truck 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 pay and statutory holidays. The Owner Operator will be responsible for submitting to the appropriate agencies all statutory deductions as required by law.

When required hourly rates will be paid at a rate of \$43.47 (on road) and \$65.39 (off road service) plus the yearly negotiated percentage increases.

Minimums

Straight Truck Owner Operators will be guaranteed \$6720.68 per month for a maximum of 60 hour work week. Those trucks must be ten (10) years old or newer, have 22ft box or deck, 2,500 lb. power gate and a GVW of 14,500 kg or more. The Company may waive the age requirement if the unit is in a good and safe condition. The Company may waive the paint requirement providing the unit meets the appearance requirements of the Company. The Company, at its discretion, may require that the Straight Truck Owner Operator obtain a C.V.I. to confirm the safe condition of a unit.

One ton trucks will be eligible for a \$3,294.45 per month guarantee on the same basis and three ton trucks shall be eligible for a \$4,863.76 per month guarantee on the same basis.

Wait times will be based on the first 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 has the shipper/receiver initial his acceptance.

Supplement #1 Owner Operator Rates (cont.)

The Straight Truck 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 pay and statutory holidays.

Accessorial Charges

All value-added services will be paid to the owner operators provided they meet the following criteria.

All services being requested by the paying party 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 services were provided or the owner operator has received prior approval for the service from dispatch/service staff/management, with mutual agreement the company/owner operator will be allowed to hold freight on customer accounts that require pre-approval in the warehouse until approval is confirmed.

This includes all accessorial services as well as time being charged in excess of the applicable 30 minutes for 5-ton or 60 minutes for tractor time allotment per delivery.

Curtainsides and Flatdecks

Shall be entitled to an Equipment Allowance of \$10.00 per day when called in for work.

OWNER OPERATOR RATES	2022	Jan 1/23	Mar 1/24	Mar 1/25	Mar 1/26	Mar 1/27				
% INCREASES		6%	*Increase Based on Consumer Price Index							
TRACTOR HOURLY/ OFF ROAD	None	None	None	None	None	None				
TRACTOR HOURLY/ HIGHWAY	\$ 52.88	\$ 56.05	*Increase based on Statistics Canada British Columbia CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%							
STRAIGHT TRUCK HOURLY/ HIGHWAY	\$ 41.01	\$ 43.47								
STRAIGHT TRUCK HOURLY/ OFF HIGHWAY	\$ 61.68	\$ 65.39								
FULL LOAD PICK UPS	\$79.82	\$84.61								
Hi - AB/per hour	\$ 63.40	\$ 67.20								
POWER TAILGATE (paid once per weigh bill, 50 lbs or higher)	\$ 23.31	\$ 24.71								
RESIDENTIAL DELIVERY (including home based business)	\$ 22.63	\$ 23.99								
BAXTER RESIDENTIAL DELIVERY (and hourly after 30-minute off-loading time is completed)	\$ 42.65	\$ 42.65								
M/T PALLETS - All	\$ 0.82	\$ 0.87								
MAXIMUM DELIVERY RATE (maximum 10 skids or 20' of deck)	\$ 79.82	\$ 84.61								
MAXIMUM PICK UP RATE (maximum 10 skids or 20' of deck)	\$ 79.82	\$ 84.61								
REDIRECT RATE	\$ 23.31	\$ 24.71								
INSIDE DELIVERY	\$ 21.54	\$ 22.83								
ATTEMPTED DELIVERY	Full Rate of Delivery									
ATTEMPTED PICK UP	Minimum Rate of Delivery									
SPECIALS	Minimum four hours call out at 1.5 times the hourly rate plus any additional time at 1.5 times the hourly rate until completion of the job or 1.5 times the freight and trip rate whichever is greater.									
CURTAINSIDE & FLATDECKS Shall be entitled to an Equipment Allowance of \$10 per day when called in for work.	\$ 10.00	\$ 10.00	*Increase based on Statistics Canada British Columbia CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%							
GUARANTEED MINIMUMS: PER MONTH										
STRAIGHT TRUCK	\$ 6,340.26	\$ 6,720.68	*Increase based on Statistics Canada British Columbia CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%							
ONE TON TRUCKS	\$ 3,107.97	\$ 3,294.45								
THREE TON TRUCKS	\$ 4,588.45	\$ 4,863.76								

OWNER OPERATOR INCREASES:

All one rate, accessorial charges (power tailgate, residential, redirect), monthly guarantees, m/t pallets, Fastenal tote returns, baxter residential hourly rates, off road hourly rates, maximum pick up rate, maximum delivery rate, monthly guarantees will be increased as follows:

Year 1: 6%, Year 2, 3, 4 & 5 will increase based on Statistics Canada year over year CPI (Consumer Price Index). Trip rates included.

Straight Trucks

1. Be a maximum of 10 years old
2. Have a 22 foot deck or high cube van,
3. Have an operating 2500 pound power tailgate,
4. Have a G.V.W. in excess 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 Company)
6. Not have significant body damage, graffiti, advertising, unauthorized decals.
7. Damaged panels will be painted 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.

Fuel Cap

The Company will rebate all fuel costs (excluding GST), over \$0.58 per litre, incurred by the Owner Operators 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.

WorkSafe BC Premiums

The Company will be responsible for paying all Owner Operators' WCB premiums, either through reimbursement or direct payment to WCB.

The following trip rates are in addition to one rate freight compensation.

STRAIGHT TRUCK - TRIP RATES

	2022	6% Jan 1/23	Increase based on CPI			
			Mar 1/24	Mar 1/25	Mar 1/26	Mar 1/27
5 Ton Hourly Rate	\$ 39.23	\$ 41.58	Increase based on Statistics Canada British Columbia CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%			
Campbell River to Gold River	\$178.01	\$ 188.69				
Campbell River to Quinsam	\$ 47.92	\$ 50.79				
Campbell River to Menzies Bay	\$ 27.79	\$ 29.46				
Campbell River to Sayward	\$ 79.04	\$ 83.78				
Campbell River to Browns Bay	\$ 47.92	\$ 50.79				
Campbell River to Courtenay	\$ 59.86	\$ 63.45				
Campbell River to Port Alberni	\$217.10	\$ 230.12				
Campbell River to Port McNeill	\$213.93	\$ 226.76				
Campbell River to Port Alice	\$286.09	\$ 303.25				
Campbell River to Port Hardy	\$267.03	\$ 283.05				
Campbell River to Mt. Washington	\$118.85	\$ 125.98				
Courtenay to Fanny Bay	\$ 38.46	\$ 40.77				
Courtenay to Powell River	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight
Courtenay to Mt. Washington	\$ 99.54	\$ 105.51	Increase based on Statistics Canada British Columbia CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%			
Courtenay to Parksville	\$ 57.69	\$ 61.15				
Courtenay to Qualicum	\$ 48.07	\$ 50.96				
Courtenay to Nanoose	\$ 76.73	\$ 81.34				
Duncan to Lake Cowichan	\$ 38.46	\$ 40.77				
Duncan to Mill Bay	\$ 29.91	\$ 31.70				
Duncan to Shawnigan Lake	\$ 38.46	\$ 40.77				
Duncan to Maple Bay/Genoa Bay	\$ 38.46	\$ 40.77				
Duncan to Youbou	\$ 28.33	\$ 30.03				
Nanaimo to Delta	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight
Nanaimo to Parksville/Qualicum to Bayliss Road	\$ 67.58	\$ 71.63	Increase based on Statistics Canada British Columbia CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%			
Nanaimo to Bowser	\$ 84.38	\$ 89.44				
Qualicum Beach Bayliss Rd to Bowser	\$ 16.81	\$ 17.82				
Nanaimo to Courtenay	\$162.35	\$ 172.09				
Nanaimo to Port Alberni	\$147.45	\$ 156.29				
Nanaimo to Campbell River	\$222.20	\$ 235.53				
Nanaimo to Fanny Bay	\$100.26	\$ 106.27				
Nanaimo to Duncan	\$ 76.92	\$ 81.53				
Nanaimo to Crofton	\$ 67.58	\$ 71.63				
Nanaimo to Chemainus	\$ 67.58	\$ 71.63				
Nanaimo to Lake Cowichan	\$105.75	\$ 112.09				
Nanaimo to Mill Bay	\$106.83	\$ 113.24				
Nanaimo to Shawnigan Lake	\$115.37	\$ 122.30				
Nanaimo to Ladysmith	\$ 29.91	\$ 31.70				
Nanaimo to Victoria/Sidney	\$170.50	\$ 180.73				
Nanaimo to Bamerton	\$112.48	\$ 119.23				
Nanaimo to Malahat (south summit)	\$127.44	\$ 135.08				
Nanaimo to Tofino/Ucluelet	\$307.66	\$ 326.12				
Nanaimo to Port McNeill	\$424.54	\$ 450.02				
Nanaimo to Port Alice	\$484.16	\$ 513.21				
Nanaimo to Port Hardy	\$484.16	\$ 513.21				
Port McNeill to Port Alice	\$ 57.69	\$ 61.15				
Port McNeill to Port Hardy	\$ 38.46	\$ 40.77				
Port Alberni to Boot Lagoon	\$ 20.40	\$ 21.62				
Port Alberni to China Creek	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight
Port Alberni to Barnfield	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight	Hourly + Freight
Port Alberni to Hertel Meats	\$ 16.95	\$ 17.97	Increase based on Statistics Canada British Columbia CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%			
Port Alberni to Sproat Lake	\$ 20.40	\$ 21.62				
Victoria Yard to Metchosin	\$ 31.43	\$ 33.31				
Victoria to Sooke/ East Sooke	\$ 59.86	\$ 63.45				
Victoria to Sooke & Metchosin/East Sooke	\$ 96.15	\$ 101.91				
Victoria to Malahat	\$ 38.46	\$ 40.77				
Victoria to Salspring Island	\$120.97	\$ 128.23				

DRIVER PAY RATE ALL AREAS			2023 Rates	2024 Rates	2025 Rates	2026 Rates	2027 Rates
Weight	2022 Rates	Weight	6% Increase	*Increase Based on Consumer Price Index			
0	\$5.39	0-125 lbs	\$5.71	*Increase based on Statistics Canada British Columbia CPI (Consumer Price Index) including energy. 2026 & 2027 with a floor of 2.5%			
6	\$5.39						
11	\$5.39						
21	\$5.39						
31	\$5.39						
41	\$5.39						
51	\$5.39						
75	\$5.39						
100	\$5.39						
125	\$5.39						
150	\$5.61	126-150 lbs	\$5.94				
175	\$6.36	151-175 lbs	\$6.74				
200	\$8.73	176-200 lbs	\$9.26				
250	\$9.75	201-250 lbs	\$10.33				
300	\$10.74	250-300 lbs	\$11.39				
350	\$11.75	301-350 lbs	\$12.45				
400	\$12.70	351-400 lbs	\$13.46				
450	\$13.69	401-499 lbs	\$14.52				
	\$13.69	500-735 lbs	\$14.52				
500	\$1.88		\$1.99				
1,000	\$1.47		\$1.55				
2,000	\$1.07		\$1.13				
5,000	\$0.71		\$0.75				
10,000	\$0.42		\$0.45				
20,000							
Min			Min				
500 - 735	\$13.69		\$14.52				
1,000 - 1,277	\$18.71		\$19.83				
2,000 - 2,754	\$29.37		\$31.13				
5,000 - 7,471	\$53.12		\$56.30				
10,000	\$70.26		\$74.48				
20,000							
Max PU	\$79.82		\$84.61				
Max Del	\$79.82		\$84.61				

All deliveries will be paid by weight or cube whichever is the greatest

Owner Operator Compensation Review

1. The Owner Operator shall advise the Company of any concerns or questions regarding compensation or their specific runs within thirty (30) days of receiving the compensation summary.
2. Such request shall be initiated by the Owner Operator taking the issue up with the Terminal Manager.
3. If a satisfactory resolution is not reached the Owner Operator shall then take the issue up with the area manager. If a satisfactory resolution is still not reached, the Owner Operator may take the issue to the Shop Committee to be dealt with at step II of the grievance procedure. The following steps of the grievance procedure shall apply if no satisfactory resolution is reached in Step Two.

Any corrections which require payments to the Owner Operator in excess of \$200.00 will be paid within five (5) days of verification. All other amounts will be paid at the next compensation cycle.

Replacement Driver

Whereas the Company needs assurances that Owner Operators Equipment is available for utilization, and;

Whereas Owner Operators need a source of revenue in the event of extended leaves of absence that do not allow the Owner Operator to work, and;

Whereas the Company and the Union wish to address the needs of the parties in a mutually acceptable resolve, the following conditions shall apply in the case of Replacement Drivers.

1. Owner operators shall be allowed to use a Replacement Driver in the case of temporary illnesses or medical leave, as well as vacations that are approved by the Company.
2. Replacement Drivers must be approved by the company prior to the Replacement Driver 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 days of on the job training.
5. Replacement Drivers will be for a period of no longer than 90 days from the date of hire.
6. 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.
7. The Replacement Driver will be dispatched using his start date for determining his assignments.
8. The Company shall continue to pay benefits for the Owner Operator while on sick leave or holiday when a Replacement Driver is utilized.
9. 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.
10. The Replacement Driver shall be paid wages by the Owner Operator based upon the Collective Agreement in place with Comox Valley Distribution 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.
11. Should the Owner Operator require more than 90 days' leave the Replacement Driver will be laid off and another Replacement Driver will be hired. If the Company, the Owner Operator, the Union and the Replacement Driver agree the Replacement Driver may be rehired for a defined period of time agreed to by the parties prior to the end of the original 90 day period.
12. The Replacement Driver shall be provided this agreement and agree to the terms of this agreement prior to beginning employment.

13. The Company, The Union, the Owner Operator and the Replacement Driver will all sign this agreement acknowledging they understand and agree to the terms and conditions of this replacement driver agreement.
14. The use of a Replacement Driver shall be at the Owner Operators discretion.
15. 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 weeks.

Owner Operator Paid Sick Days

While it is understood that Owner Operators are not entitled to Statutory benefits under the Employment Standards Act, Owner Operators will be paid for sick days in accordance with the following:

1. Upon completion of their probationary period, all Owner Operator (as that term is defined in the Company's Collective Agreement with the Union (the "Collective Agreement")) covered by the Collective Agreement, except for Owner Operators who do not normally operate equipment for the Company (for the purposes of this Agreement, such eligible Owner Operators will be defined as "Owner Operators"), shall be eligible for five (5) paid sick days in each Calendar year they are contracted to the Company.
2. In order for an Owner Operator to qualify for sick pay, the vehicle that such Owner Operator normally drives must be out of service on the day that such Owner Operator claims sick pay.
3. The Company may request that an Owner Operator who requests sick pay, as soon as practicable, provide reasonably sufficient proof that such Owner Operator has an illness or injury that qualifies them for sick pay in accordance with this document. The Company will assess such proof in good faith and determine whether the Owner Operator satisfies all requirements and the terms of this Agreement.
4. In the event that an Owner Operator qualifies for sick pay in accordance with the terms of the Agreement, an average days' pay shall be defined as 10 hours and will be paid at the hourly employee regular straight-time hourly rate that applies as specified in Article VI of the Collective Agreement. For clarity, the overtime rates specified in the Collective Agreement will not be used to calculate on Owner Operator's average days' pay.