

COLLECTIVE AGREEMENT

BETWEEN



NCG BULK SYSTEMS (BC) LTD.

AND



**UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 1976)**

August 1, 2021 to July 31, 2023

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Appendix A

Letter of Understanding re Chargehand Driver Position

THIS AGREEMENT, COVERING RATES OF PAY, HOURS OF WORK AND WORKING CONDITIONS FOR EMPLOYEES OF NCG BULK SYSTEMS LTD. REPRESENTED BY THE UNITED STEELWORKERS LOCAL 1976, IS THE SOLE AND COMPLETE AGREEMENT BETWEEN THE PARTIES.

ARTICLE 1. **UNION RECOGNITION**

It is agreed by and between NCG Bulk Systems Ltd. (hereinafter called the Company), and the United Steelworkers Local 1976 (hereinafter called the Union) as follows

- 1.1 The Company agrees to recognize the Union as the sole and exclusive bargaining agent for all the Company's employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its appointed representatives in any negotiable matter affecting the relationship between the Company and its employees and/or dependent contractors.
- 1.2 It is the purpose of the Agreement to promote harmonious relations between the Company and its employees and to provide an amicable method for the settlement of differences.
- 1.3 Employees will not be discriminated against for being a member of the Union, nor for serving on Committees representing employees. After receiving permission (permission not to be unreasonably denied) and when the legitimate business of a union representative requires him to attend to a grievance or a Q & A session.
- 1.4 Word imparting the masculine gender shall include the feminine and vice-versa.
- 1.5 The following positions are covered by this Agreement:

 Employee: - Covers the following positions -

 Company Driver (to include hourly, driver re fueller, fuel off loader, trip-rated driver, mileage-rated driver, tractor driver and lead driver)
- 1.6 The Union will provide the Company with Application for Membership forms, which must be signed by each new employee. It will be the responsibility of the Company to

ensure that all completed applications for Membership forms are returned to the Union.

Union Application Forms will be part of each employee's and/or dependent contractor's documentation/hiring kit.

- 1.7 Deleted
- 1.8 The Company agrees to notify the Union at its business office in the event the Company becomes involved in any controversy with any other Union affecting the jurisdiction of the Union.
- 1.9 Authorized agents of the Union will, upon prior notification to the Company, be granted access to the Company's establishments during working hours for the purpose of investigating conditions related to the Union Agreement, but shall in no way interrupt the Company's working schedule.
- 1.10 The Company shall allow time off without pay to any member who is serving on a Union Committee or as a delegate, providing all requests for time off are reasonable and do not interfere with the proper operation of the business.
- 1.11 An employee shall have the right to read and review his/her personnel file at any time, upon written request to the Employer.
- 1.12 A representative of the Union shall have the right to read and review an employee's personnel file at any time, upon written authorization of the employee and upon reasonable notice and written request to the Employer. On request, and with the employees' permission, the Union representative shall be provided with copies of any document or record contained in the employee's personnel file

ARTICLE 2.

NO STRIKES OR LOCKOUTS

- 2.1 The Company shall not cause or direct any lockout of employees and neither the Union nor any representative of the Union shall cause or direct any strike of employees during the life of this Agreement.

- 2.2 It shall not be a violation of the Agreement or cause for discipline of any employee in the performance of his duties to refuse to cross a legal picket recognized by the Union.

ARTICLE 3. **MANAGEMENT RIGHTS**

- 3.1 The Union understands, agrees and recognizes that the Company has the right to manage and operate its business. This right includes but is not limited to: the hiring and directing of the work force, the right to promote, demote, transfer, discipline, lay-off, suspend and discharge employees for just cause; the assignment of work and the determination of the qualifications of an employee to perform work; the assignment of shifts; the assignment of equipment; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the Company's equipment and operations.
- 3.2 The exercise of the foregoing rights shall not alter or be inconsistent with any provisions of this Collective Agreement.
- 3.3 The Company agrees that all rules and regulation will be applied in a fair and consistent manner with out discrimination.

ARTICLE 4. **SAFETY**

- 4.1 (a) The Company will provide at its own expense to all employees who require them the following safety equipment.
- Safety Goggles
 - Hard Hats
 - Ear Plugs
 - Respirators
 - Coveralls for re-fuellers (2 sets)
 - Fall Protection Belts and Lanyards
 - Hard Hat Winter Liners
 - Flashlights
 - Work gloves upon return of old gloves
 - Hi Viz Vest

(b) The Company will regularly replace the above items if found to be broken or worn out on the return of said safety equipment.

(c) Prescription safety glasses will be provided to all employees to a maximum of two hundred and fifty (\$250.00) dollars every two (2) years.

4.2 (a) Vehicles will have equipment necessary to comply with regulations prescribed by law.

(b) Maintenance logbooks shall be retained in all highway vehicles, and all defects shall be entered therein by the driver at the end of his tour of duty.

4.3 In the event of a serious accident or incident, the Company may require a detailed written statement of the facts to be taken at the accident site. Both parties agree that the information gathered is for insurance purposes only. It is further agreed that the employee's participation is without prejudice to him or any other bargaining unit member.

4.4 The Company will provide facilities and equipment in conformance with the applicable laws. The Company and the Union shall cooperate in fostering safe working conditions.

4.5 Semi annual, driver safety meetings will be held at each branch. The Company will pay a minimum of three (3) hours or actual time, if more, at straight time rate of pay for those attending such meetings.

4.6 The company agrees to provide the local union rep a copy of any inspection reports received from (Work Safe BC).

ARTICLE 5. **SENIORITY**

5.1 (a) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all case of vacancy, promotion, transfer between jobs, training opportunities, decrease in the work force and re-call after layoff senior qualified employees will be entitled to preference.

(b) There shall be two (2) types of seniority; namely company and Branch

(i) Company seniority means the length of time of his service with the company since his last hiring by the Company.

(ii) Branch seniority shall mean the length of time of his service at the Branch.

(c) Seniority will be allocated on the date first dispatched for Company Drivers. All hourly employees will have their seniority date established at their date and time of hire.

5.2 A seniority list of all employees covered by the collective agreement shall be posted when updated. The list will, identify the most recent seniority date, branch location, and the position the member holds in the bargaining unit. Lists shall be open for correction for a period of ninety (90) calendar days on presentation of proof of error by an employee or his representative. The Unit Chairperson, and Regional Vice President and USW Staff Representative in each location will be supplied with a copy of the seniority lists when updated.

5.3 **Deleted**

5.4 A new employee shall be regarded as permanently employed after he has accumulated thirty (30) days worked and, if retained shall then rank on the seniority list from the date first hired to a position covered by this Agreement. In the meantime, unless removed for just cause which, in the opinion of the Company, renders him undesirable for its service, the employee shall be regarded as coming within the terms of the Agreement.

5.5 Employees accepting management positions or other exempted positions shall have their names removed from the seniority list six (6) months after date of promotion. At any time during this six-month period, the employee may elect to revert, or be reverted by the Company, without loss of seniority.

5.6 Seniority and qualifications shall govern work assignments subject to customer requirements.

5.7 Employees not available for full-time employment shall not establish seniority. In order to establish seniority, an

employee not previously available for full-time employment must notify the Company in writing, with a copy to the local Union representative, that he is available for full-time employment. Seniority will be effective from the date of written notice. Employees declaring intention to work full-time will be deemed to be full-time, and for the purposes of pension and medical benefits, the waiting period will commence after sixty (60) compensated shifts.

ARTICLE 6. **REDUCTIONS AND INCREASES IN STAFF**

- 6.1 Members of the bargaining unit will be laid off in order of branch seniority subject to qualifications.

- 6.2 Where an employee is laid off or whose position is abolished must displace, within three (3) working days, a full-time junior employee within the Branch for whose position he is qualified. Failure to comply with said time limit shall result in the employee being laid-off out of line of seniority unless a satisfactory reason is given to the employer.

- 6.3 When forces are increased, employees shall be returned to service in order of seniority. Employees shall be recalled based on their length of service and qualifications. Qualifications being sufficient to perform the required duties.. Employees who wish to continue service must file their names, addresses, and telephone numbers with the employer. Employees failing to report on recall or to give satisfactory reasons for not doing so within seven (7) calendar days from date of notification shall have their names removed from the seniority list.

- 6.4 Not less than forty-eight (48) hours advance notice shall be given when regularly assigned positions are not required, except in the event of a work stoppage or picketing at a customer's premises, in which case a shorter notice may be given.

- 6.5 An employee rendered redundant by the exercise of seniority by another employee, following the non-requirement of a position or layoff, will be considered to have been notified in advance by notice under 6.4 above.

6.6 Laid off employees shall retain their seniority and recall rights for a period up to twelve (12) months.

6.7 **Branch Closure/Technological Change**

An employee with at least one (1) year continuous service, who is permanently laid off due to a complete branch closure shall be eligible for a severance allowance, of one (1) week's pay for each year of service with a minimum of two (2) week's pay.

A weeks' pay means forty (40) hours at the employees' regular and permanent rate of pay prior to layoff or for employees paid by mileage or trip rates, means average weekly wages for the eight (8) weeks prior to layoff, excluding overtime earnings.

Article 7 **Re-Tendering / Tendering of Work**

7.1 Upon the expiry of any contract, between the Company and one of its customers necessitating that the Company to re-tender on the contract or in the event that the Company wishes to submit a tender on a new contract or with a new customer, the Company will advise the Union of its intention to bid as far in advance as possible. Where possible the Union will be given at least three (3) weeks notice prior to submitting the bid. A Union committee comprised of the Regional Vice-President, Local Chairperson along with a USW, Staff Representative of the Union shall meet with the Company within ten (10) days after receipt of such notice to negotiate all wage rates applicable for the duration of such contract.

At any such meeting the Company will provide to the Union committee all pertinent financial data available to assist them in such negotiations. It is understood that the Union committee will treat such data on a confidential basis. The Union shall respond in a timely fashion to enable the bid to go forward.

The Company notice to the Union pursuant to this Agreement shall be by fax to the attention of the Regional

Vice-President and the USW, Staff Representative at their office of record.

The Company agrees to utilize this clause prior to any consideration of using outside contractors and before using outside contractors to notify the Union of its intent to do so.

Article 8 **Special Working Conditions**

8.1 An employee who has an established reporting time and is unable to report for duty as required for a valid reason must advise the Company as far in advance as possible, but not less than two (2) hours ahead of his established reporting time.

8.2 When a employee is required or requested by the Company to lay-over away from his home terminal, the Company shall furnish such driver with suitable sleeping and toilet facilities for the duration of such layover with no cost to the driver. A meal allowance of thirty dollars (\$30.00) per day will be paid by the Company for employees required to lay-over away from home.

(a) Employees will be offered away work in order of seniority standing and will have the right of first acceptance or refusal according to seniority standing. Upon reaching the bottom of the seniority list the Company shall retain the right to conscript from the five (5) junior employees or dependent contractors at any branch the required number of employees / dependent contractors to perform the required away work.

(b) The Company will make every attempt to make employees whole for all lost monies if their total earnings are less than if they had worked their normal dispatch at their home branch.

ARTICLE 9. **INVESTIGATION AND DISCIPLINE**

9.1 (a) Discipline will be based on the following progressive discipline system. Employees with twenty-four (24) months clear of discipline will have all discipline removed from their employment record.

(b) (i) The Company has the right to discipline and discharge for just cause only after an investigation has been held. The company recognizes the value of a good working relationship and that discipline should be instructive and corrective.

(ii) All disciplinary action shall be fully documented laying out the offense that resulted in the discipline, the discipline issues and the consequences of further offenses. The employee must acknowledge, by his signature, that he is aware he has received discipline.

(iii) A shop steward shall be present when discipline is issued.

(iv) All discipline shall be placed in the employee's file, with a copy given to the employee and the shop steward.

(v) Only written warnings, written reprimands and letters of suspension shall be considered discipline. Verbal warnings shall not be considered discipline.

(vi) The severity of discipline will be determined by the employee's length of service, the employee's work record, previous disciplined offenses of a similar nature, other pervious disciplined offenses, the length of time since a previous disciplined offense, and the seriousness of the offense itself. A serious offense may result in discharge on the first offense.

(vii) All disciplinary action shall be subject to the grievance and arbitration procedures.

9.2 Whenever an employee is to be interviewed by the Company with respect to his work or his conduct, a Union representative will be in attendance. Such interview must be held within seven (7) calendar days from the date the incident became known to the Company, unless otherwise mutually agreed. In the event a Union representative is not reasonably available, a fellow employee, selected by the employee to be interviewed, may be in attendance. In cases where a Union representative is unable to be physically present the Company will arrange to conduct the investigation by telephone with the Local Chairman.

9.3 When an interview is to be held, each employee whose presence is desired will be notified of the time, place, and subject matter of the interview. The employee and the Company shall mutually agree to the time and place of the interview provided that the interview is held as expeditiously as possible. An employee and his representative is entitled

to be present during the examination of any witness whose testimony may have a bearing or relation on the employee's actions or, to read the evidence of such witness, and offer rebuttal thereto. A copy of the written interview or any other material will be supplied to both the employee and the Union. In cases where a Union Representative is unable to be physically present the Company will arrange to conduct the investigation by telephone with the Local Chairman.

- 9.4 Failure to comply with Article 9.2 shall render any conclusion null and void and any statements at such interview inadmissible at any subsequent proceedings.
- 9.5 An employee may be held out of service for a period of not more than five (5) working days for infractions only of a serious nature. If no cause for discipline or discharge exists, the employee shall be reimbursed for loss of pay.
- 9.6 Any discipline or dismissal of an employee must be communicated in writing within fourteen (14) calendar days of the interview, giving full particulars of the reason(s) for the action taken. A copy will also be supplied to the Union.
- 9.7 A grievance with respect to a dismissal shall commence at Step 3 of the grievance procedure within twenty-one (21) calendar days of the notice of dismissal.

ARTICLE 10.

GRIEVANCE AND ARBITRATION

- 10.1 Should a dispute arise between the Company and an employee regarding the application, operation, interpretation or alleged violation of this agreement, an earnest effort will be made to settle the dispute in the following manner.

Employees are encouraged to try and settle their complaints with their supervisor as soon after they originate.

The Company shall meet any of its employees and/or their representatives, for the purpose of discussing grievances or complaints with the objective of reaching a satisfactory solution.

Step 1

The aggrieved employee and/or the Unit Chairperson and /or shop steward shall meet with the Branch Manager and

present the grievance in writing within fourteen (14) calendar days following the cause of the grievance. The Branch Manager will render a decision in writing stating clearly the reasons for the decision within fourteen (14) calendar days following the receipt of the written grievance.

Step 2

If the grievance is not settled at Step 1, the Unit Chairperson and/or Staff Representative and/or their designate may appeal the decision in writing, giving his reasons for the appeal to the person designated by the Company to handle grievances, within fourteen (14) days following receipt of the Union of the decision in Step 1. The Company will render a decision in writing stating clearly the reason for the decision, within fourteen (14) calendar days following receipt of the Step two (2) grievance.

Step 3

Following Step 2, where a grievance remains unsettled, or there exists a question as to whether the matter is arbitrable either party may notify the other party, in writing, of its' intention or desire to submit the grievance to an arbitrator.

10.2 Arbitration Procedure

Either party must within thirty (30) calendar days upon the completion of step two (2) of the grievance procedure outlined in this article notify the other in writing of it's desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this agreement including any question as to whether the matter is arbitrable.

The matter will be referred to a single arbitrator agreed to by both the Company and the Union. The arbitrator will be selected from the names listed below on a rotational basis.

The Company and the Union agree that the following are the recognized arbitrators for this collective agreement.

1. John McConchie
2. Robert Diebolt
3. David McPhillips

The arbitrator shall hear and determine the grievance and shall issue a decision. This decision will be final and binding upon the parties. The arbitrator shall not have any power to alter, change or amend any of the provisions of the agreement, nor substitute any new provisions thereof, and in reaching his decision, he shall be bound by the provisions of the agreement.

The arbitrator may substitute such other penalty for the discharge or discipline as he deems just and reasonable given the circumstances.

The parties will equally bear the expenses of the arbitrator selected and any other necessary expenses, such as clerical staff deemed germane to the arbitration process.

10.3 **Time Limits**

When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this article shall not constitute an interpretation of the collective agreement.

ARTICLE 11. PAYROLL DEDUCTIONS OF UNION DUES

11.1 On receipt by the Company of notice in writing from the Union of the amount of regular monthly dues to be deducted, the Company shall deduct on the payroll for the last pay period of each month from wages due and payable to each employee whose position is fully covered by this Agreement, an amount equivalent to the uniform monthly union dues of the Union. Subject to the conditions and exceptions set forth in Clause 11.2 to 11.10 inclusive.

11.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement, except to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions.

- 11.3 Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all applicants for membership. Membership shall not be denied for reasons of race, national origin, colour, or religion.
- 11.4 Union dues deductions for the new employees shall commence on the first pay period which contains the 24th day of the month.
- 11.5 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 11.6 Only payroll deductions now and hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for health and welfare and provident funds shall be made from wages prior to the deduction of dues.
- 11.7 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Union as they may be mutually agreed not later than forty (40) calendar days following the pay period in which the deductions are made.
- 11.8 In any instance in which an error occurs in the amount of any deductions of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer or officers of the Union.
- 11.9 The question of what, if any, compensation shall be paid the Company by the Union in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

11.10 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Clause 11.1 of this Agreement, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence, except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

11.11 Union Education Fund:

The Company will pay five cents (**\$0.05**) per hour per employee for a Union education fund. The fund will be held in trust by the Union.

The purpose of the fund will be to assist the Local Union in providing Union Education and safety training.

ARTICLE 12. MEAL PERIOD

12.1 Except when mutually agreed, the meal period shall not be less than thirty (30) minutes for any scheduled shift of eight (8) or more hours.

12.2 The meal period shall commence after the fourth (4th) hour and be completed by the end of Five and one half (5 ½) hours after starting work for any shift of eight (8) or more hours.

12.3 If the meal period is not provided within the allowed or agreed time limit and is worked, the meal period shall be paid at straight time and twenty (20) minutes with pay in which to eat shall be provided at the first opportunity.

ARTICLE 13. LEAVE OF ABSENCE

13.1 When the requirements of the operation permit, employees on request, will be granted leave of absence to a maximum of three (3) months. Extension of leave of absence beyond a period of three (3) months may be granted, subject to mutual agreement between the Company and Unit

Chairperson. Leave of absence shall not be granted for the purpose of engaging in work outside the Company, except in cases involving sickness or other exceptional circumstance, when made the subject of mutual agreement between the appropriate officer of the Company and the Union. The Company agrees to recognize the family leave provisions in accordance with the Provincial Employment Standards Act.

- 13.2 Employees who have been elected or appointed by the Union to attend union conventions or to do other or similar work will be granted a leave of absence without pay for this purpose. Normally not more than two (2) employees at any one time.

The union agrees to give the Company one (1) weeks notice in writing confirming such leave.

ARTICLE 14. **General Provisions**

- 14.1 Wherever the words “mutually agreed” appear without any further qualification and also wherever the words “representative employees” “the parties” appear, they shall to mean agreements between the president of the USW TC local 1976 or their designate and USW staff representative and Company Officials.

- 14.2 Employees are required to provide the Company with their current mailing address and telephone number. The Company will have no financial obligation to any employee for missed work opportunities if accurate information is not on file. The Company will supply the Union with a list of all current employees / dependent contractors mailing addresses and phone numbers by January 31 of each year.

- 14.3 **TRAVEL TIME**
Employees will be compensated at the appropriate hourly, mileage, trip rate etc. for all travel time to and from their home branch when requested by the Company to work away from their home branch.

- 14.4 **LEAD DRIVER**
The rate of pay for lead driver is the basic rate of pay plus one dollar and fifty cents (**\$2.50**) per hour.

14.5 **TRAINING**

A driver who perform “on the job” training of new or transferred driving employee will receive, in addition to his regular wages for the day, the sum of twenty dollars **(\$20.00)** as a training allowance, and is paid with regular pay for that day.

14.6 **BOOT AND CLOTHING ALLOWANCE**

A boot and clothing allowance of five hundred dollars **(\$500.00)** per year will be paid to each employee who have been employed for ninety (90) days in June of each year.

14.7 **Use of Personal Vehicle:**

Employees / dependent contractors will be compensated forty five cents **(\$0.45)** per kilometer for the use of their personal vehicle when specifically requested to use it by the Company.

14.9 **Shift Differentials:**

Employees whose regularly assigned shift starts between 14:00 hours and 21:59 hours shall receive their basic rate of pay plus forty cents **(\$0.40)** per hour except that all hours worked between the hours of 22:00 and 5:59 will be paid at the basic rate plus fifty cents **(\$0.50)** per hour. Overtime shall not be calculated on this increment nor shall the increment be paid for any absence from duty.

14.10 Employees attending any meeting at the request of the Company will be paid the hourly rate of pay with a minimum of three (3) hours pay.

ARTICLE 15. **LABOUR MANAGEMENT COMMITTEE**

15.1 The parties agree that it is to their mutual benefit to promote and maintain positive Labour relations and effective communication.

- 15.2 To pursue this objective, a Labour Management Committee composed of the Regional Vice-President of the Local and a USW, Staff Representative and up to two (2) members selected by the Union and up to two (2) representatives of the Company shall be formed. In addition to the Unit Chairperson there will be one member from each Location
- 15.3 The Committee shall meet no less often than once every six (6) months to discuss business prospects and means for improving communication, safety, efficiency, cost control and productivity with special attention to unresolved issues and/or grievances. This committee is not empowered to amend the Collective Agreement. Each party shall cover their own costs.
- 15.4 Minutes will be distributed by the Company to all participants following each meeting. The minutes will show clearly what subjects were raised and by whom, the type of discussion that ensued, and any subsequent position(s) or decision(s) taken.

ARTICLE 16. **New Terminals**

The Company and the Union agree to the following in the event the Company establishes a new terminal.

- 16.1 The Company will post a notice of work opportunities available in the new terminal.
- 16.2 Employees and dependent contractors will apply in writing to the new Branch Manager or the Operations Manager.
- 16.3 Positions will be awarded on the basis of qualifications and where qualifications are equal seniority.
- 16.4 No financial support will be provided to employees for moving.

ARTICLE 17. **BEREAVEMENT LEAVE**

- 17.1 Upon the death of an employee's spouse (including common-law), child, parent, step-child, brother, sister, step-parent, father-in-law, mother-in-law, grandchild or grandparent, the employee shall be entitled to three (3) consecutive working days' bereavement leave without loss of pay, provided he has not less than six (6) months' service.

Notwithstanding the above, in the event of the death of an employee's spouse and/or dependent children, the employee will be entitled to five (5) days bereavement leave without loss of pay.

The term "common-law spouse" will be interpreted to follow the definition as defined by revenue Canada.

It is the intent of the article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of his regular wages for the period, to the employee to whom leave is granted.

ARTICLE 18. **ANNUAL VACATIONS**

- 18.1 Vacation entitlement will be based on completed years of service as at the employee's anniversary date. Vacation pay will be based on a percentage of gross earnings during the previous calendar year.
- 18.2 An employee who has completed less than one (1) year of continuous employment with the Company will be entitled to one (1) day of vacation for each completed month of employment to a maximum of ten (10) days vacation with vacation pay of 4% of the employees gross earnings during the previous year.
- 18.3 Upon completion of continuous employment with the Company for the number of years hereinafter listed, vacation will be granted and vacation pay shall be paid on the basis of 17.1 as follows:
- (a) after the completion of one (1) year: two (2) weeks at 4%;
 - (b) after the completion of four (4) years: three (3) weeks at 6%;
 - (c) after the completion of ten (10) years: four (4) weeks at 8%;
 - (d) after the completion of nineteen (19) years: five (5) weeks at 10%

(e) after the completion of twenty-seven (27) years: six (6) weeks at 12%

18.4 An employee who, while on annual vacation, becomes ill or is injured and qualifies for short term disability, shall have the right to re-schedule his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately, inform the Company and will continue his vacation, if within his scheduled dates.

If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the affected employee. An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

18.5 An employee who is entitled to vacation shall take same at the time scheduled. If however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least fifteen (15) days' advance notice of such rescheduling and will be paid at the rate of time and one-half (1 ½) his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay, to which he is entitled, will be granted at a mutually agreed upon later date. This Clause does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

18.6 Provided an employee renders compensated working service in any calendar year, time-off duty due to bona fide illness, or injury, authorized maternity leave, leave to attend committee meetings, call to court as a witness, or for uncompensated jury duty, not exceeding a total of one hundred (100) days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

18.7 Employees desiring an advance vacation payment must make their application for same not later than five (5) weeks prior to commencing their vacation. The advance vacation payment shall be four percent (4%) of the employee's

previous year's earnings, less the appropriate amount (approximately thirty percent (30%) to cover standard deductions. Any unused vacation may be paid out or carried over to the next vacation year. Employees wanting payment of vacation monies owed from the previous year's earnings may request these monies in writing no later than January 15 of the current year. All monies owed will be paid on the pay period immediately following January 15.

18.8 An employee who is entitled to a vacation with pay shall be granted such vacation with a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

18.9 An employee shall be required to submit their vacation request to the Company before February 28th of each year. Following the company will post an approved vacation schedule no later than March 31st of each year.

Preference for vacation entitlement will be determined by seniority of those employees whose applications are received by February 28th in each year. Vacation request received after February 28th of each year will be allocated based on the dates they are received, on first received first scheduled basis. If any employee splits his annual vacation into two or more separate segments, his seniority will entitle him to only one first choice.

18.10 **Blank**

18.11 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in A18.2 or A18.3, and, if not granted, shall be allowed pay in lieu thereof.

18.12 An employee who is laid off, may on agreement, be paid for any vacation due him at the beginning of the current calendar year and not previously taken and, if not subsequently recalled to service during such year shall, upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.

18.13 If a vacation period is vacated as a result of an employee terminating, the vacated period may be given to the senior

employee who applies in writing, to change his annual vacation to that period, providing there are sufficient employees available to meet the Company's requirements. Where vacation relief duties are required, employees shall apply in writing and assignments will be made on the basis of qualification and seniority.

18.14 An employee who qualifies for one (1) or more weeks' annual vacation shall not be granted less than one (1) week's vacation at any one time.

ARTICLE 19. **EMPLOYEE BENEFITS**

19.1 Any change in the Company's policy on driver's benefits shall not constitute a reopening of this agreement, provided, however, no changes shall be made without prior discussion with the Local Union.

19.2 Present employee benefits include:

British Columbia Medical
Extended Health Care
Dental
Life Insurance
Accidental Death and Dismemberment
Short Term Disability
Long Term Disability

19.3 Benefits for spare-board employees:

For those spare-board employees working full time for a period of a minimum of three (3) months, the Company benefit package will be made available upon application, and those employees will be entitled to benefits for the period of full time employment. If these employees wish to continue on the benefit package during periods of layoff, they will be required to pay both the employees' and employers' cost each month.

ARTICLE 20. **GENERAL HOLIDAYS**

20.1 An employee who qualifies in accordance with Section 20.2 below shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day such holiday shall be moved to the

normal working day immediately following the employee's rest day.

New Year's Day
Good Friday
Victoria Day
Canada Day
BC Day

Labour Day
Thanksgiving Day
Remembrance Day
December 24
Christmas Day
Boxing Day

The above general holidays will be observed on the day it occurs.

Note: For employees working at Golden, Easter Monday will be substituted for the December 24th general holiday.

20.2 In order to qualify for pay for any one of the holidays specified in Section 20.1 of this Article an employee:

- (a) must have been in the service of the Company and available for duty at least thirty (30) calendar days. This Clause (a) does not apply to an employee who is required to work on the holiday;
- (b) must be available for duty on such holiday if it occurs on a normal work day excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required.
- (c) must be entitled to wages for at least ten (10) shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday. This clause (c) does not apply to an employee who is required to work on the holiday.

NOTE: Provided that an employee is available for work on the general holiday, absences from schedule shifts or tours of duty because of bona fide illness, injury or hospitalization for

which the employee qualified for weekly sickness benefits and Authorized maternity leave will be included in determining the ten (10) shifts or hours of duty referred to in Clause (c).

20.3 A qualified employee whose vacation period coincides with any of the general holidays specified in Section 20.1 of this Article shall receive an extra day's vacation with pay to which the employee is entitled for that general holiday. The employee concerned will notify the Company in writing the date of selection of the extra day, which will be subject to mutual Agreement between the employee and the employer.

20.4 (1) An employee qualified under Section 20.2 of this Article and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate of his regular assignment.
Employees on a compressed workweek shall be paid the regular number of hours they would have worked for the general holiday.

For drivers, the general holiday pay will be ten (10) hours pay at the hourly rate of pay.

20.4 (2) An employee who is required to work on a general holiday shall be paid in addition to the pay provided in Section 20.4(1) of this Article, at a rate equal to one and one-half (1 ½) times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of three (3) hours for which three (3) hour's service may be required.

20.5 Shifts or tours of duty commencing between 12:00 midnight on the eve of the general holiday and 11:59 PM on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

ARTICLE 21. **ASSIGNED REST DAYS**

21.1 Employees shall be assigned two (2) rest days in each seven (7). The rest days shall be consecutive as far as possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday

and Sunday and then to Sunday and Monday. Workweeks may be staggered in accordance with the Company's operational requirements.

- 21.2 In the event that a situation arises which makes it impractical to assign consecutive rest days to all employees at a particular location. Other suitable or practical plans which may be proposed by either of the parties shall be considered and every possible effort will be made to arrive at a satisfactory agreement.
- 21.3 Employees (excluding mileage-rated and trip-rated employees) if required to work regularly assigned rest days shall be paid on the actual minute basis at the rate of one and one-half (1 ½) times the employees basic rate of pay with a minimum of three (3) hours for which three (3) hours service may be required.
- 21.4 Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available laid-off employee, who will not otherwise have forty (40) hours of work that week. In all other cases work shall be performed by the regular employee.

ARTICLE 22. **OVERTIME**

- 22.1 Except as otherwise provided, time worked which is Authorized by the employer on any day in excess of eight (8) hours, exclusive of meal period, shall be considered overtime. Overtime will be paid for on the actual minute basis at the rate of one and one-half (1 ½) times the employee's regular rate of pay.
- 22.2 Work in excess of forty (40) straight-time hours in any workweek shall be considered overtime and paid at the rate of one and one-half (1 ½) times the employees regular rate of pay.
- 22.3 Overtime shall not be paid twice for the same hours worked.
- 22.4 Employees shall not be required to suspend work during regular hours to absorb overtime.

- 22.5 Employees shall be required to work overtime only when absolutely necessary. Owing to the necessities of the business and in the interest of the shipping public. It is understood that overtime may be necessary and when necessary will be authorized and performed. It is understood that when employees are held for overtime duty they will be given reasonable opportunity to procure necessary meals. Such overtime shall be allocated on the basis of seniority whenever possible, in a voluntary manner, within the work classification and shift, provided the employee is capable of performing the duties; however upon reaching the bottom of the seniority list, in that classification and shift, the junior employee(s) will be required, in reverse order, to work overtime, only in the event casual labour is not available to perform such overtime.
- 22.6 Overtime payment for employees on a compressed work week as outlined in Section 24.5 shall apply only after the hours for the normal work day or normal work week for the position have been exceeded.

ARTICLE 23. **ATTENDING COURT, INVESTIGATIONS AND MEDICAL EXAMINATIONS**

- 23.1 Employees required by the Company to attend Court or other public investigations shall be paid schedule rates for time lost as a result of attending such Court or investigation and shall be reimbursed actual reasonable expenses when away from home. In such cases, the witness fees shall go to the Company.
- 23.2 An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one (1) basic day's pay at straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the Court for meals, lodging, or transportation, subject to the following requirements and limitations:
- (a) An employee must furnish the Company with a statement from the Court of jury allowance paid and the days on which jury duty was performed.

- (b) The number of working days for which jury duty pay shall be paid limited to a maximum of sixty (60) days in any calendar year.
- (c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or General Holiday pay. An employee who has been allotted his vacation dates will be required to change vacation because he is called for jury duty. He may, however, at his option, reschedule his vacation dates to a later date that is mutually satisfactory to the Company and the employee.

23.3 A driver who is required by the Company to take a periodic medical examination during his off-duty hours shall be allowed payment of three (3) hours at his applicable straight time rate of pay.

ARTICLE 24. **HOURS OF WORK**

- 24.1 Except as otherwise provided, eight consecutive hours of work exclusive of meal period shall constitute a day's work.
- 24.2 Hours of work shall be established at the various points as traffic conditions may require.
- 24.3 Hours of work of regularly assigned positions shall not be changed without thirty-six (36) hours, written notice and every effort will first be made to discuss any change with a union representative.
- 24.4 The starting time of each position except in cases of relief, shall as far as possible, be the same on all days of the week.
- 24.5 The "compressed" workweek for various shifts or classes of employees shall be arranged by mutual Agreement between the Company and the Union.
- 24.6 Laid-off employees who are required or notified to report for duty shall be paid a minimum of three (3) hours' pay at the straight time rate and, if required to perform work during any period outside the initial three (3) hour period through no fault of their own and are released before a full work day is performed, shall be paid on the minute basis for work in excess of three (3) hours.

24.7 A driver who has reported for duty and his assignment is cancelled, shall be paid not less than four (4) hours' pay at the hourly rate and, if held on duty in excess of five (5) hours, shall be paid not less than eight (8) hours' pay at the terminal delay rate

24.8 **Golden Hours of Work**

(a) Hourly Drivers:

Further to this it is understood that the Golden operation consists of a continuous three hundred and sixty five day shift schedule. The normal work week consists of four (4), twelve (12), hour shifts that commence at four thirty (4:30) am or pm and ends at four thirty (4:30) pm or am. Four rest days are provided at the conclusion of the normal work week.

(b) Fuel Off Loaders:

Further to this it is understood that the Fuel Off Loader Classification consists of a continuous three hundred and sixty five day shift schedule. The normal work week consists of four (4) twelve (12) hour shifts that commence at six (6:00) am (Mountain Time) and end at six (6:00) pm (Mountain Time). Four rest days are provided at the conclusion of the normal work week.

These hours for Hourly Drivers and Fuel Off Loaders will not be changed without the mutual agreement of the Company's Region Manager and the Regional Vice President / Staff Representative of the Union.

24.9 **Shift Coverage for Fuel Off Loaders**

If a Fuel Off Loader is absent, the first two (2) days of their shift rotation will be offered to members of the same classification to cover, in order of seniority. Fuel Off Loaders are not to exceed six (6) working days in a row. Should there be remaining shifts that need coverage, the shifts will be offered to Company Divers in order of seniority.

ARTICLE 25 - TERM OF AGREEMENT

25.01 This Agreement shall commence on August 1, 2021. It shall continue in full force and effect to and including July 31, 2023 and shall continue in full force and effect from year to year thereafter unless either party gives written notice, within ninety (90) days prior to the expiry date or of any subsequent anniversary date thereafter, requiring the other party to commence collective bargaining with the intent of concluding a renewal agreement.

25.02 Should either party give written notice to the other party pursuant to Section 25.01, this Agreement shall thereafter continue in force and effect until either the Union gives notice of strike or the Company gives notice of lockout in accordance with the Labour Relations Code of British Columbia.

25.03 The parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code

Signed at _____ this ____ day of _____,
2021.

For the Company

For the Union

APPENDIX A

THIS APPENDIX COVERS RATES OF PAY FOR EMPLOYEES OF NCG BULK SYSTEMS LTD.

Golden

		2.0%	2.0% or Cola
	2020	August 1, 2021	August 1, 2022
Hourly Drivers	30.32	30.92	31.54
Fuel Off Loader with Class 1	30.32	30.92	31.54
Fuel Off Loaders without Class 1	29.58	30.17	30.77

Note: Serviceman work done by Driver (refueler) at Golden, at the direction of the Branch Manager will be paid an additional fifty (50) cents per hour for the period of work that serviceman work is performed.

COLA

In the event the average annual all items BC CPI exceeds 2.0% in the year prior to the contractual increase, the wages will be increased by the amount above 2.0% to a maximum of 3%.

(Example: If CPI = 2.3%, the wages will be increase by 2.3%)

CPI will be based on the rate as reported by Statistics Canada for the June prior to the applicable August rate increase. (i.e., for the August 1, 2022 increase, the CPI number used will be the one reported for BC CPI, November 2021).

LETTER OF UNDERSTANDING

Between

NCG BULK SYSTEMS LTD.

AND

**UNITED STEEL WORKERS
(ON BEHALF OF LOCAL UNION 1976)**

RE: Chargehand Driver Position

A Lead Driver that is promoted to the position of a Chargehand Driver shall receive a further premium of one dollar (\$1.00) above the premium for that of the Lead Driver (Article 14.4).

Agreed to this _____ day of _____ 2021

On Behalf of:

NCG Bulk Systems:

United Steelworkers Local 1976:
