

COLLECTIVE AGREEMENT

BETWEEN

TRIMAC TRANSPORTATION SERVICES INC.



AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 1976)



errors & omissions excepted

ARTICLE 1 – BARGAINING AGENCY AND UNION RECOGNITION	5
1.01 Bargaining Authority	5
1.02 Non-Bargaining Unit Employees	5
1.03 Recognition and Rights of Stewards	6
1.04 Activities of the Union on Company Time	6
1.05 Access to Operation	6
1.06 Notices Between the Company and Union	7
ARTICLE 2 – DEFINITION OF EMPLOYEE	7
ARTICLE 3 – MANAGEMENT	7
3.01 Management Rights	7
3.02 No Discrimination	7
ARTICLE 4 - UNION SECURITY PROVISIONS	7
4.01 Union Shop.....	7
4.02 Union Membership	7
4.03 Dues Check-Off.....	8
4.04 Discharge of Non-members	9
4.05 Union Education Fund:	9
ARTICLE 5 – SENIORITY	9
5.01 Seniority Principles.....	9
5.02 Seniority Lists	10
5.03 Probationary Period.....	10
5.04 Seniority Maintenance.....	10
5.05 Cancellation of Seniority.....	10
ARTICLE 6 – HEALTH & SAFETY	11
6.01 Injured Employee	11
6.02 Clothing and Safety Equipment.....	11
ARTICLE 7 – RESPECT IN THE WORKPLACE.....	12
7.01 Workplace Violence & Harassment.....	12
ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE	12
8.01 Purpose.....	12
8.02 Composition	12
8.03 Meetings.....	12
ARTICLE 9 - DISCIPLINE AND DISCHARGE	13
9.01 Company to Prove Just Cause.....	13
9.02 Investigations	13
9.03 Progressive Discipline.....	13

9.04	Employee Personnel File	14
ARTICLE 10 – GRIEVANCE PROCEDURE AND ARBITRATION.....		14
10.01	Definition of Grievance	14
10.02	Grievance Process	14
10.03	Grievance Steps.....	15
10.04	Arbitration	16
10.05	Arbitration Cost Sharing	16
10.06	Time Limits	16
ARTICLE 11 - HOURS OF WORK		16
11.01	Compressed Work Week	16
11.02	Meal Breaks	17
11.03	Change of Start and Stop Times.....	17
11.04	Rest Between Shifts.....	17
11.05	Call-Back.....	17
11.06	Shift Coverage for Fuel Off Loaders.....	17
11.07	Travel	17
11.08	Notice Requirement When Unable to Report to Work	18
ARTICLE 12 - OVERTIME.....		18
12.01	Overtime Opportunities	18
12.02	Overtime Rates	18
ARTICLE 13 – STATUTORY HOLIDAYS.....		19
13.01	Designated Statutory Holidays	19
13.02	Entitlement	19
13.03	Statutory Holiday Pay.....	19
13.04	Statutory Holiday Pay while on Vacation	19
ARTICLE 14 – ANNUAL VACATION.....		19
14.01	Vacation Entitlement & Accrual.....	19
14.02	Vacation Scheduling	20
14.04	Vacation Rescheduling	21
14.05	Illness While on Vacation	21
14.06	Vacation Pay Advances	21
14.07	Vacation Pay on Termination	21
ARTICLE 15 – TIME AWAY FROM WORK.....		22
15.01	Paid Sick Leave.....	22
15.02	Medical Certificates & Examinations.....	22
15.03	Court / Jury Duty	222

15.04	Bereavement Leave	23
15.05	Gender Based Violence	233
15.06	Elections.....	24
15.07	Unpaid General Leave of Absence	244
15.08	Unpaid Leaves of Absence – Employment Standards	244
15.09	Union Leave	25
ARTICLE 16	– EMPLOYEE BENEFITS	255
16.01	No Changes Without Consultation	255
16.02	Benefits for Regular Employees.....	255
16.03	Pension	255
ARTICLE 17	– PAYMENT OF WAGES	26
17.01	Wage Schedule	26
17.02	Premiums	26
17.03	Allowances	26
17.04	Pay Slip	266
17.05	Deductions	266
ARTICLE 18	- GENERAL PROVISIONS	27
18.01	Definitions.....	27
18.02	Employee Contact Information	27
18.03	Meetings at the Company's Request	27
18.04	New Employees	27
ARTICLE 19	– LAYOFF & RECALL	27
19.01	Layoff Procedure	27
19.02	Recall Procedure.....	28
19.03	Severance Pay.....	28
ARTICLE 20	– NO STRIKES OR LOCKOUTS	28
20.01	Strikes and Lockouts Prohibited.....	28
20.02	Picket Lines – No Discipline	28
ARTICLE 21	- TERM OF AGREEMENT	28
APPENDIX A	– WAGE SCHEDULE	30
LETTER OF UNDERSTANDING No.1	Re: Chargehand Driver Position	31
LETTER OF UNDERSTANDING No.2	Re: Health & Safety	32

COLLECTIVE AGREEMENT

BETWEEN: **TRIMAC TRANSPORTATION SERVICES INC.**

Hereinafter referred to as "The Company"

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

Hereinafter referred to as "The Union"

PREAMBLE

The parties to the Agreement acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of First Nations who care for and nurture these lands and have from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include those described in the Truth and Reconciliation Commission's 94 calls to action and the Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls' 231 calls to justice.

The purpose of this Agreement is to establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Company and the Union, to the mutual benefit of all Parties to this Agreement.

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 that, in the exercise of the functions of Management, the provisions of this Agreement will be carried out.

ARTICLE 1 – BARGAINING AGENCY AND UNION RECOGNITION

1.01 Bargaining Authority

Trimac (the Company) recognizes the United Steelworkers Local 1976 (the Union) as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.02 Non-Bargaining Unit Employees

(a) Employees outside the bargaining unit will not perform work that is normally done by employees in the bargaining unit. However, if the Company cannot perform the work in a manner that meets their contractual obligations, they may offer work to employees for temporary increases in workload or the event of shortage of manpower, as long as it does not result in layoffs or the avoidance of hiring permanent employees to the bargaining unit.

- (b) Nothing in this Agreement shall be construed as prohibiting Managers from doing work for purposes of employee instruction and evaluation, and equipment assessment, provided in so doing a negative impact of bargaining unit employees does not result, or in the case of an emergency when regular employees are not available, provided that every reasonable effort is made to find a replacement.
- (c) 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 the grievance procedure instituted at Step #2.

1.03 Recognition and Rights of Stewards

The Company recognizes the Union's right to select, subject to its sole discretion, Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing employees under this Agreement and the Company agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership. The Union shall advise management as to who represents the Union as Union Officers, Stewards, and Union Representatives. There shall be no more than two (2) shop stewards for every thirty (30) employees.

1.04 Activities of the Union on Company Time

The Steward shall obtain the permission of their manager before leaving their work to perform their duties as a Steward. The Steward shall be granted reasonable time off. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld.

The Steward shall execute their duties as a steward as expeditiously as possible and return directly to their position once these duties are completed. On resuming their normal duties, Stewards shall notify their Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours.

The duties of a Steward shall include, but are not limited to the following activities:

- (i) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
- (ii) attend meetings at the request of the Company or Labour Management Committee; and
- (iii) orientation of new employees to the Union.

1.05 Access to Operation

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.

1.06 Notices Between the Company and Union

- (a) Any notice required to be given to the Company under the terms of this Agreement will be given by either email or registered mail addressed to it at its regular addresses. Any notice to be given to the Union under the terms of this Agreement shall be given by either email or registered mail to the Union Representative via email or at its regular address

- (b) 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.

ARTICLE 2 – DEFINITION OF EMPLOYEE

The term "employee" as used in and for the purpose of this Agreement refers to the following position: Company Driver (to include hourly, driver re fueller, fuel off loader, trip-rated driver, mileage-rated driver, tractor driver and lead driver) from the Company's present or relocated premises for which the Union is certified, except those employees excluded by the Canada Labour Code.

ARTICLE 3 – MANAGEMENT

3.01 Management Rights

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.

The exercise of the foregoing rights shall not alter or be inconsistent with any provisions of this Collective Agreement.

3.02 No Discrimination

The Company agrees that all rules and regulation will be applied in a fair and consistent manner without discrimination.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 Union Shop

All employees who entered the employment of the Company within fifteen (15) calendar days after the execution of this Agreement, or fifteen (15) calendar days after entering employment, shall become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment. This will be communicated to all new employees and managers by the Company. All benefits and other terms of the Collective Agreement to apply upon completion of the probationary period

4.02 Union Membership

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.

4.03 Dues Check-Off

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 following conditions and exceptions:

- (a) 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.
- (b) 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 related to any prohibited grounds under Human Rights Legislation.
- (c) Union dues deductions for the new employees shall commence on the first pay period which contains the 24th day of the month.
- (d) 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 them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) 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.
- (i) 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 under this Article 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.

4.04 Discharge of Non-members

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

4.05 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 5 – SENIORITY

5.01 Seniority Principles

- (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) 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.
- (c) Seniority and qualifications shall govern work assignments subject to customer requirements.
- (d) 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.

5.02 Seniority Lists

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 their 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.

5.03 Probationary Period

(a) All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar day. There shall be no responsibility on the part of the company in respect to the employment of probationary employees should they be laid off for lack of work or dismissed for unsuitability of any other reason during the probationary period. However, the Company shall inform the probationary employee as to whether they have been dismissed or laid-off.

(b) Upon the conclusion of any ninety (90) calendar day period the employee's name shall forthwith be placed on the regular employee's seniority list, effective from the first day of employment of the ninety (90) calendar day period, and they shall be entitled to all rights and privileges as provided in this Agreement with the exception of those specified.

5.04 Seniority Maintenance

Seniority shall be maintained and accumulated during absence due to:

- (a) Layoff;
- (b) Authorized leave of absence; and
- (c) Absence from employment on approved Union business providing all requests for time off are reasonable and do not interfere with the proper operation of the business as per Article 15.10 Union Leave.

5.05 Cancellation of Seniority

Seniority will be lost if an employee:

- (a) Is discharged for cause;
- (b) Absences in excess of six (6) months due to temporary lay-off;
- (c) Failure to report after lay-off within five (5) working days after fourteen (14) calendar days of receipt of notice to recall;
- (d) voluntarily leaves the employ of the Company;

- (e) Is medically unfit to perform their duties and therefore unable to work, employees will be continued on the seniority list until fit for duty up to a maximum of two (2) years;
- (f) Accepts gainful employment while on leave of absence without obtaining consent from the Company in writing;
- (g) Failure to return from an authorized leave of absence without a reasonable explanation as determined by the Company;
- (h) Is absent from work for a period of three (3) consecutive days without notifying the Company of such absence and providing a bona fide reason.
- (i) Failure to maintain membership in the union after seven (7) calendar days.

ARTICLE 6 – HEALTH & SAFETY

6.01 Injured Employee

- (a) **Reporting Procedure:** Any employee suffering an injury while in the employ of the Company and performing or engaged in any activity which is covered by Workers' Compensation, must report immediately or as soon as possible after the injury, to their manager, lead hand, or First Aid Attendant. The employee must also report to the First Aid Department Attendant upon returning to work.
- (b) **Transportation:** Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or hospital and will be accompanied by a qualified person with First Aid training, if available on the Company premises.
- (c) **Daily Earnings:** If an employee is injured on the job the Company will maintain their normal daily earnings for the day of injury.

6.02 Clothing and Safety Equipment

- (a) Employees shall be supplied, at the Company's expense, with the following protective clothing and 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

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

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

ARTICLE 7 – RESPECT IN THE WORKPLACE

7.01 Workplace Violence & Harassment

The Parties are committed to ensuring that all work is conducted in a respectful environment that is free from violence, bullying, harassment and/or discrimination and that all employees treat each other with respect and dignity. Workplace violence, harassment or bullying includes any unwelcomed, unwarranted or inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

The Company will neither tolerate nor condone any behaviour which is likely to create an intimidating or offensive environment and shall ensure that the workplace is free of violence, harassment and/or bullying. The Company shall be responsible to provide instruction, training, information and supervision and to provide a workplace free of violence, harassment and/or bullying.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

8.01 Purpose

The purpose of the Joint Workplace Relations Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

8.02 Composition

The composition of the Joint Workplace Relations Committee will consist of two (2) members appointed by the Company and two (2) members appointed by the Union.

- (a) The Company Representatives should be an Excluded Manager or designate.

- (b) The Union representatives should be:

- (i) Union Steward; and

- (ii) Local Union Regional Vice President or District 3 Staff Representative

8.03 Meetings

- (a) The Parties agree to meet quarterly or upon request from either party for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this agreement.

- (b) The committee will be responsible for appointing a representative to record minutes of the meeting; minutes shall be approved by both the Union and the Employer. All approved minutes will be posted on the Union's designated bulletin board.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9.01 Company to Prove Just Cause

- (a) 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.
- (b) 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 their signature, that he is aware he has received discipline.

9.02 Investigations

- (a) Whenever an employee is to be interviewed by the Company with respect to their work or their conduct, a Union representative will be in attendance. Such interview must be held within fourteen (14) 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 Union Steward.
- (b) 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. In cases where a Union Representative is unable to be physically present the Company will arrange to conduct the investigation by telephone with the Union Steward.

9.03 Progressive Discipline

- (a) All discipline will be based on the following progressive system:
 - (i) A verbal Warning - in the presence of a Union Steward;
 - (ii) A Written Warning - copy to Union
 - (iii) A Suspension without pay (specified time frame) - copy of notice to Union;
 - (iv) Dismissal - copy of notice to Union
- (b) Any discipline or dismissal must be communicated in writing to the employee within fourteen (14) calendar days of the interview, giving full particulars of the reason(s) for the action taken and shall be placed in the employee's file, a copy shall be given to the Union. Unless communicated by the Company that there are unforeseen delays.
- (c) Stages of the progressive discipline policy maybe bypassed for serious infractions. A serious offense may result in discharge on the first offense.
- (d) A Union Steward shall be present at all steps of the disciplinary procedure.

- (e) Should an employee refuse Union representation they must sign a waiver with the Union and Company.
- (f) All discipline shall be administered by management, and is subject to the grievance procedure.
- (g) A grievance with respect to a dismissal shall commence at Step 2 of the grievance procedure within twenty-one (21) calendar days of the notice of dismissal.

9.04 Employee Personnel File

- (a) There shall be only one employee personnel file and the employee shall have access to review their file with forty-eight (48) hours' notice.
- (b) Upon written authorization and with forty-eight (48) hours' notice to the Employer, a representative of the Union shall have the right to read and review an employee's personnel file. 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
- (c) Employees with twenty-four (24) months clear of discipline will have all discipline removed from their employment record.

ARTICLE 10 – GRIEVANCE PROCEDURE AND ARBITRATION

10.01 Definition of Grievance

The Company and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration, but excluding the re-negotiation of this Agreement or parts thereof, or
- (b) the discipline, suspension, or dismissal of an employee bound by this Agreement.

10.02 Grievance Process

- (a) All grievances shall be processed in accordance with the following:
 - (i) setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - (iii) stating the redress or other action required to resolve the matter;
 - (iv) transmitting the grievance to the other Party.

- (v) the Parties agree to provide each other, in a timely manner, with all of the relevant facts relating to a grievance;
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable;
- (c) The Parties shall make every effort to follow all grievance time limits but the time limits in the Grievance Procedure shall be considered mandatory.
- (d) Any Steward or grievor in attendance at any grievance meetings will be on Company time.
- (e) All grievance shall be resolved without stoppage of work.

10.03 Grievance Steps

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 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 their 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.

10.04 Arbitration

Within thirty (30) calendar days upon the completion of Step 2 the grieving Party may by written notice to the other Party refer any unresolved matter to arbitration as hereinafter provided:

- (a) The Parties shall jointly agree to the appointment of a single arbitrator to which each party will be able to present their list of arbitrators for consideration. If the Parties fail to agree on such appointment within ten (10) calendar days, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the Arbitrator.
- (b) Either party may notify the other Party and the Arbitrator in writing of the question or questions to be arbitrated.
- (c) The arbitrator shall have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision. The decision shall be final and binding upon the parties, and upon any Employee affected by it.
- (d) The Arbitrator shall not have the right to alter or change any provisions of this Collective Agreement, substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms of this Collective Agreement.

10.05 Arbitration Cost Sharing

The Employer and the union shall split the costs, expenses and allowances of the Arbitrator in equal portions.

10.06 Time Limits

Notwithstanding Article 10.02(c), 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 - HOURS OF WORK

11.01 Compressed Work Week

- (a) All "compressed" work week schedules for various shifts or classes of employees shall be arranged by mutual agreement between the Company and the Union.
- (b) A compressed work week shall consist of four (4) consecutive twelve (12) hour shifts beginning at the same start time, followed by four (4) days of rest. Start and Stop times will be as follows:
 - (i.) **Golden Terminal Hourly Drivers:** 04:30 – 16:30 for day shift and 16:30 – 04:30 for night shift.
 - (ii.) **Golden Terminal Fuel Off Loaders:** 06:00 – 18:00 for day shift

- (c) Compressed work week schedules will alternate between day shift one week and night shift the following week.

11.02 Meal Breaks

- (a) 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.
- (b) 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.

11.03 Change of Start and Stop Times

- (a) Hours of work of regularly assigned positions working a standard work week 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.
- (b) Hours of work for employees on a compressed work week will not be changed without the mutual agreement of the Company's Region Manager and the Regional Vice President / Staff Representative of the Union.

11.04 Rest Between Shifts

Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, they will be considered as still working on their previous shift and will be paid the appropriate overtime rate for the hours worked.

11.05 Call-Back

- (a) 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.
- (b) A driver who has reported for duty and their 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.

11.06 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.

11.07 Travel

- (a) 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.

(b) When an employee is required or requested by the Company to lay-over away from their home terminal, the Company shall furnish them with suitable sleeping and toilet facilities for the duration of the layover at no cost to the employee. 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.

(i.) 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.

(ii.) 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.

11.08 Notice Requirement When Unable to Report to Work

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 their established reporting time.

ARTICLE 12 - OVERTIME

12.01 Overtime Opportunities

(a) 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.

(b) Employees shall only be required to work overtime when absolutely necessary. It is understood that when employees are held for overtime duty they will be given reasonable opportunity to procure necessary meals.

(c) 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.

12.02 Overtime Rates

(a) Overtime payment for employees on a compressed work week shall apply only after the hours for the normal work day or normal work week for the position have been exceeded.

(b) If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

(c) Overtime shall not be paid twice for the same hours worked.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 Designated Statutory Holidays

Paid Statutory Holidays are identified as follows:

- | | |
|-------------------|---|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. National Day of Truth and Reconciliation |
| 3. Easter Monday | 9. Thanksgiving Day |
| 4. Victoria Day | 10. Remembrance Day |
| 5. Canada Day | 11. Christmas Day |
| 6. B.C. Day | 12. Boxing Day |

13.02 Entitlement

In order to qualify for payment for Statutory Holidays listed under this Article, the employee must have been entitled to wages for at least ten (10) shifts during the thirty (30) calendar days immediately preceding the Statutory Holiday.

13.03 Statutory Holiday Pay

(a) All employees covered by this Agreement who are entitled to receive holiday pay in accordance with this Article, and are not required by the Company to work on any of the above holidays shall be paid the regular number of hours they would have worked for the general holiday.

(b) In addition to the pay provided in Article 13.03(a), an employee who is required by the Company to work any of the statutory holidays listed in this Article shall be paid one and a half (1.5x) times their regular basic hourly rate for all time worked on such holiday between the hours of 00:00 and 23:59 in addition to their pay under (a) above.

13.04 Statutory Holiday Pay while on Vacation

A qualified employee whose vacation period coincides with any of the general holidays specified in Article 13.01 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.

ARTICLE 14 – ANNUAL VACATION

14.01 Vacation Entitlement & Accrual

(a) 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.

(b) 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.

- (c) 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
- (d) 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.
- (e) 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:

Service Years	Vacation Time	% of Gross Pay
1 st to 4 th years	2 weeks	4%
5 th to 10 th years	3 weeks	6%
11 th to 19 th years	4 weeks	8%
20 th to 27 th years	5 weeks	10%
28 th year and beyond	6 weeks	12%

14.02 Vacation Scheduling

- (a) The vacation calendar year will be January to December.
- (b) 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.
- (c) 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 their annual vacation into two or more separate segments, their seniority will entitle them to only one first choice.
- (d) When bereavement leave or a statutory holiday is observed during the employee's vacation period, the employee is not required to claim those days as vacation time.
- (e) 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.
- (f) 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 their 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.

14.04 Vacation Rescheduling

If it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, they 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) their regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay, to which they are entitled, will be granted at a mutually agreed upon later date. This Article does not apply where rescheduling is a result of an employee exercising their seniority to a position covered by another vacation schedule.

14.05 Illness While on Vacation

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 their vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately, inform the Company and will continue their vacation, if within their 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 their annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

14.06 Vacation Pay Advances

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.

14.07 Vacation Pay on Termination

- (a) An employee terminating employment prior to taking their allotted vacation days is entitled to a proportionate payment of wages for any accrued vacation.
- (b) An employee terminating their employment for any reason may request to take accrued vacation time until their last day of work, and, if not granted, shall be allowed pay in lieu thereof.
- (c) An employee who is laid off may upon agreement elect to take vacation time they have accrued.

ARTICLE 15 – TIME AWAY FROM WORK

15.01 Paid Sick Leave

- (a) After completing an initial ninety (90) days of cumulative compensated service, an employee who is absent from work due to personal illness or injury, will be entitled to a maximum of five (5) days of medical leave with pay per calendar year.
- (b) Any days of medical leave with pay that are not taken in a calendar year will not be carried over to the new calendar year. An employee may not take more than five (5) days of paid medical leave each year. There shall not be any payment for unused days upon termination of employment.
- (c) The employee is entitled to receive remuneration corresponding to their regular rate of pay for a normal day of work for each day of leave for medical reasons.
- (d) An employee is not permitted to take medical leave with pay on a day they are not scheduled or not expected to be available for work.
- (e) Employees may take medical leave with pay in one or more periods. Each period of leave will not be less than one (1) days duration.
- (f) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee is entitled to leave.
- (g) It is the intent of this Article to provide the equivalent benefit as that provided in the British Columbia Employment Standards. Should the equivalent benefit provided by the British Columbia Employment Standards be less than that provided above both parties agree to create a LOU to provide the equivalent of the British Columbia Employment Standards benefit until a time that language can be negotiated to make the necessary changes to this article.

15.02 Medical Certificates & Examinations

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

15.03 Court / Jury Duty

- (a) 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.
- (b) An employee who is summoned for jury duty and is required to lose time from their 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 their 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:

- (i.) 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.
- (ii.) The number of working days for which jury duty pay shall be paid limited to a maximum of thirty (30) days in any calendar year.
- (iii.) 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 their vacation dates will be required to change vacation because he is called for jury duty. They may, however, at their option, reschedule their vacation dates to a later date that is mutually satisfactory to the Company and the employee.

15.04 Bereavement Leave

In the event of a death in the immediate family of an employee, the Company shall grant up to five (5) days off with pay at the employee's normal straight time rate where the employee was scheduled to work. Leave with pay shall apply to all employees who have completed six (6) months of service with the Company.

The term "immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family

Compensable hours under the terms of this Article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

15.05 Gender Based Violence

Gender based violence, formerly described as domestic violence, is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company and the Union agree that an employee who is in an abusive or violent situation will be treated with empathy and offered support, rather than be subjected to progressive discipline, provided the absence or performance issues can be linked to the abusive or violent situation and brought to the Company's attention before the discipline event. The Company agrees to the foregoing to the point of undue hardship.

- (a) In each calendar year, the Company shall grant each employee for domestic violence and/or family violence, without loss of seniority, for up to ten (10) days of which five (5) days are paid after three (3) continuous months of employment. The employee is entitled to up to four (4) months of unpaid leave.

- (b) Further to the above, the Company agrees that requests for, vacation and any other paid or unpaid leaves of absence submitted by employees, in order for them to deal with issues related to domestic violence, shall not be unreasonably denied.
- (c) The Company will provide for counselling and referral to appropriate support services.
- (d) It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Company should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
- (e) The Company will protect the employees from adverse action or discrimination in the workplace or related to the workplace on the basis of their disclosure, experience, or perceived experience of domestic violence.

15.06 Elections

Any employee eligible to vote in federal, provincial, municipal, First Nation or other Indigenous election or referendum will have three (3) consecutive hours during the hours in which the polls are open in which to cast their ballot. Every effort should be made to vote outside of work hours or in advanced polls.

15.07 Unpaid General Leave of Absence

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.

15.08 Unpaid Leaves of Absence – Employment Standards

Employees meeting the criteria for unpaid leaves of absence as declared in accordance with the provisions of Part III, Division VII of the Canada Labour Code will be granted the following:

- Maternity Leave;
- Parental Leave;
- Compassionate Care Leave;
- Leave Related to Critical Illness;
- Leave Related to Death or Disappearance;
- Leave for Victims of Family Violence;
- Leave for Traditional Aboriginal Practices;
- Leave for Court or Jury Duty; and
- any other unpaid leave of absence as declared in Part III, Division VII of the Canada Labour Code.

An employee who intends to take a leave of absence from employment under this Article shall give at least four weeks' notice in writing, including the anticipated length of leave intended to be taken, to the company before the day on which the leave is to begin. If there is a valid reason for not providing notice the employee shall notify the employer in writing as soon as possible that the employee intends to take a leave of absence.

15.09 Union Leave

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to their Company within fourteen (14) days after completion of their term of employment with the Union. Providing all requests for time off are reasonable and do not interfere with the proper operation of the business. Not more than two (2) employees at any given time off.
- (b) The Company will grant an unpaid leave of absence to employees who are elected 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 Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth under (a) and (b) above, the Company will be given at least fourteen (14) days' notice in writing.

ARTICLE 16 – EMPLOYEE BENEFITS

16.01 No Changes Without Consultation

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

16.02 Benefits for Regular Employees

Present employee benefits include:

- Extended Health Care
- Dental
- Life Insurance
- Accidental Death and Dismemberment
- Short Term Disability
- Long Term Disability

16.03 Pension

The Company will provide a pension plan to employees where employee contributions are matched by the Company and follows the company's eligibility guidelines.

ARTICLE 17 – PAYMENT OF WAGES

17.01 Wage Schedule

- (a) The job classifications, rates of pay, and increases listed in the attached Wage Schedule, Appendix "a" is agreed upon by both Parties and is a part of this Collective Agreement.
- (b) The rates set forth in the attached Wage Schedule, Appendix "A" may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).

17.02 Premiums

The parties have agreed to establish the following hourly premiums to be paid out to employees for hours worked in addition to their regular wage:

- (a) **Night Shift Premium:** Additional seventy-five cents (\$0.75) per hour worked.
- (b) **Training Premium:** Additional two dollars (\$2.00) per hour, for the entire shift, to a driver who is performing "on the job" training of new or transferred driving employee.
- (c) **Lead Driver Premium:** Additional two dollars and fifty cents (\$2.50) per hour for the entire shift.

17.03 Allowances

The parties have agreed to establish the following allowances to be paid out to employees, when eligible, in addition to their regular wage:

- (a) **Mileage Allowance:** Employees / dependent contractors will be compensated fifty-eight cents (\$0.58) per kilometer for the use of their personal vehicle when specifically requested to use it by the Company.
- (b) **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.

17.04 Pay Slip

The Company shall remit to the employee an electronic pay slip with all the information to allow them to check the computation of their wage. The employees' acceptance of a pay slip does not waive payment of all or part of the wages owed them.

17.05 Deductions

The Company may deduct wages only when compelled by a law, a court order, a collective agreement, or when authorized by a law, a court order or a document signed by the employee.

ARTICLE 18 - GENERAL PROVISIONS

18.01 Definitions

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

18.02 Employee Contact Information

Employees are required to provide the Company with their current mailing address and telephone number by updating their profile electronically. 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.

18.03 Meetings at the Company's Request

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.

18.04 New Employees

(a) The Company will provide a Steward up to fifteen (15) minutes of time during each new employee orientation to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues.

(b) The Company shall also provide the new employee with a copy of the current Collective Agreement.

ARTICLE 19 – LAYOFF & RECALL

19.01 Layoff Procedure

(a) 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.

(b) In cases of lay-off, the Company will give as much notice as possible.

(c) Layoffs will occur in the reverse order of seniority, subject to qualifications.

(d) An employee who 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.

- (e) 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 Article 17.03(a) above.
- (f) In the event of work shortages, the Union and the Company shall attempt to meet by telephone or otherwise, to discuss alternatives to lay off. Thereafter, the layoffs will proceed unless the Parties mutually agree to an alternative process.

19.02 Recall Procedure

Employees shall be recalled based on their length of service and qualifications. Qualifications being sufficient to perform the required duties. Employees will be notified of recall by telephone, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than seven (7) working days after receipt of the registered notice. A copy of the notice will be sent to the Union.

19.03 Severance Pay

- (a) 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.
- (b) 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 20 – NO STRIKES OR LOCKOUTS

20.01 Strikes and Lockouts Prohibited

- (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, counseled, 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.

20.02 Picket Lines – No Discipline

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

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall commence on August 1, 2023. It shall continue in full force and effect to and including July 31, 2026 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.

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, the Company gives notice of lockout, or the Parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

IN WITNESS WHEREOF: The Parties have executed this Agreement the _____ day of _____, 2023.

**TRIMAC TRANSPORTATION
SERVICES INCORPORATED**

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

APPENDIX A – WAGE SCHEDULE

THIS APPENDIX COVERS RATES OF PAY FOR EMPLOYEES OF TRIMAC.

	CURRENT*	5.0% August 1, 2023	3.0% August 1, 2024	3.0% August 1, 2025
Hourly Drivers	\$31.86	\$33.45	\$34.45	\$35.49
Fuel Off Loader with Class 1	\$31.86	\$33.45	\$34.45	\$35.49
Fuel Off Loaders without Class 1	\$31.08	\$32.63	\$33.61	\$34.62

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.

**Incorporates 1% gain received through the 2022 COLA clause which will not be subject to backpay or grievances. Furthermore, all current employees, upon the date of ratification, will receive a one-time retro bonus of \$600.00.*

LETTER OF UNDERSTANDING No.1
Re: Chargehand Driver Position

BETWEEN: **Trimac Transportation Services Inc.**

AND: **United Steelworkers**
 (On Behalf of Local Union 1976)

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 17.02).

This Letter of Understanding will be reviewed, discussed, and potentially renewed with the Union prior to expiring on August 1, 2024. If discussions do not occur it will remain in effect until the expiry of this agreement.

Agreed to this _____ day of _____ 2023

TRIMAC TRANSPORTATION
SSERVICES INC.

UNITED STEELWORKERS
ON BEHALF OF LU 1976

LETTER OF UNDERSTANDING No.2
Re: Health & Safety

BETWEEN: **Trimac Transportation Services Inc.**

AND: **United Steelworkers**
 (On Behalf of Local Union 1976)

Whereas, health and safety is a priority for the Parties and concerns were raised regarding issues at the terminal during bargaining.

It is resolved that the Company commits to the following:

- 1) First Aid training for all drivers;
- 2) The Company will continue to lobby for inclusion of a Trimac worker rep to the CP OHS Committee; and
- 3) The Company will endeavor to make available minutes of the CP OHS committee to the workers to be posted in the shop.

Agreed to this _____ day of _____ 2023

TRIMAC TRANSPORTATION
SSERVICES INC.

UNITED STEELWORKERS
ON BEHALF OF LU 1976

