

COLLECTIVE AGREEMENT

BETWEEN

**COMMERCIAL LOGISTICS INC. –
KAMLOOPS**

AND

TEAMSTERS LOCAL UNION NO. 31

January 1, 2024 TO December 31, 2026

TABLE OF CONTENTS

ARTICLE	PAGE
1 RECOGNITION, UNION COOPERATION	1
2 RECOGNITION OF BARGAINING AUTHORITY, BARGAINING AUTHORITY	1
3 POSTING OF AGREEMENT, CHECK-OFF, UNION SHOP, UNION SECURITY	2
4 REGULAR EMPLOYEE, FULLTIME EMPLOYEES.....	3
5 CONFLICTING AGREEMENTS, TRANSFER OF COMPANY TITLE OR INTEREST, PROTECTION OF CONDITIONS, NEW EQUIPMENT AND CLASSIFICATIONS	4
6 SENIORITY, , LAYOFF, PROBATION, FACILITIES, SENIORITY LIST, LOSS OF SENIORITY, BARGAINING UNIT PROTECTION, SHIFT VACANCIES, LEAVE OF ABSENCE	5
7 MEAL PERIOD, REST PERIODS	8
8 SAFETY CONDITIONS, HARASSMENT AND BULLYING	8
9 PAY PERIOD – COMPANY EMPLOYEES, PAY ERROR, FINAL PAYMENT.....	9
10 PAID FOR TIME, BEREAVEMENT LEAVE, SICK LEAVE, COURT SERVICES, MEDICAL DOCUMENTATION, COMPENSATION SICKNESS COVERAGE.....	10
11 MANAGEMENT RIGHTS, LIMITATION ON HOLDING DISCIPLINE ON EMPLOYEES, MANAGEMENT TO ADMINISTER DISICPLINE	12
12 PROTECTION OF RIGHTS, NO STRIKE/LOCKOUT DURING AGREEMENT.....	13
13 TECHNOLOGICAL AND MECHANICAL CHANGES	13
14 INSPECTION PRIVILEGES, SHOP STEWARDS, JOINT LABOUR MANAGEMENT COMMITTEE MEETINGS.....	14
15 SANITARY CONDITIONS, FIRST AID SUPPLIES.....	15
16 UNION LABEL.....	15
17 SHIFT NOTIFICATIONS	15
18 PAID FOR DAY OF ACCIDENT	15
19 RATES OF PAY.....	15
20 REGULAR WORK DAY, OVERTIME PROVISIONS, BANKED OVERTIME, GENERAL HOLIDAYS, PAY FOR WORK ON GENERAL HOLIDAY	15
21 VACATION.....	18
22 SAVINGS CLAUSE/NEGOTIATIONS FOR REPLACEMENT OF ARTICLES HELD INVALID	20
23 MARGINAL NOTATIONS	20
24 GRIEVANCE PROCEDURE	20
25 TERM OF AGREEMENT	22
APPENDIX “A” WAGE SCHEDULE.....	24
APPENDIX “B” HEALTH AND WELFARE.....	25
APPENDIX “C” PENSION	26
APPENDIX “C-1” TEAMSTERS’ NATIONAL PENSION PLAN.....	27
APPENDIX “D” UNION/INDUSTRY ADVANCEMENT FUND	30
LETTER OF UNDERSTANDING 1 – SAFE DRIVING PROGRAM	31
LETTER OF UNDERSTANDING 2 – DRIVER’S LICENSE UPGRADE PROGRAM	32

COLLECTIVE AGREEMENT

BETWEEN: **COMMERCIAL LOGISTICS INC. – KAMLOOPS**
(hereinafter called the "**Company**" or the "**Employer**")

OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION NO. 31**
(hereinafter called the "**Union**")

OF THE SECOND PART

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

ARTICLE 1 - PREAMBLE

Section 1 – Recognition

It is recognized by this Agreement to be the duty of the Union, the Company or its bargaining agent and the employees to fully co-operate individually and collectively, for the advancement of conditions of the Company.

Section 2 – Union Co-operation

The Parties agree at all times as fully as it may be within their power to further the interests of the Company.

ARTICLE 2 – UNION RECOGNITION

Section 1 – Recognition of Bargaining Authority

The Employer recognizes the Union as the bargaining agent for all persons as described in the certificate of bargaining authority (Board Certification Code #42122 dated August 1, 2019).

Section 2 – Bargaining Authority

All members of the Union shall receive a copy of this agreement which is binding upon the bargaining authority and every employee in the union for which the Union has been certified. The Union shall be responsible for the printing of these Collective Agreements so that each and every employee of the Company will receive a copy. The Union will also provide copied of the collective agreement for the managers of the Company.

ARTICLE 3 – UNION SECURITY

Section 1 – Posting of Agreement

The Company will provide a bulletin board in each Company lunchroom or dispatch area for the posting of this Agreement and for such notices as the Union or Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer of the Union. The Union agrees that the notices will not violate the Company's policies, including the bullying and harassment policy.

Section 2 – Check-off

Each new bargaining unit employee when hired by the Company will be informed by the Company that he is to contact the Union office or shop steward for the purpose of becoming a Union member and signing the authorization card authorizing the Company to deduct from his earnings union initiation fees, union dues and/or other assessorial charges as levied against him in accordance with the constitution and by-laws of the Union of which he is a member and so indicated on the monthly or quarterly check-off list as provided by the Union to the Company. The Company shall remit same to the Union not later than 15 days from the end of the month the deductions were made from the employee's wages.

Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Company for fees and dues of an employee unless there are sufficient unpaid wages of that employee in the Company's hands. The Union agrees to indemnify and save the Company harmless from any claims which may arise in complying with the provisions of this Article.

Section 3 – Union Shop

Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this agreement as a condition of employment/contract with the Company, save as hereinafter expressly provided.

New employees hired by the Company will be required to sign an authorization card authorizing the Company to deduct from their earnings any monthly Union dues on their first day of work.

The Company shall furnish to the appropriate Union area office designated in writing by the Union a list of new employees hired by the Company on the first dues check off after being hired.

Section 4 – Union Security

- a.) Every motor vehicle assigned to the direct delivery operation at the Dene Drive location and every piece of warehouse equipment used by the Company, categories of which are set out in Appendix "A", whether owned by the Company or leased by the Company, shall be operated by a member of the Union.

- b.) The Company will not use line drivers in direct store delivery in the City of Kamloops to reduce the regular hours of employees. It is understood the current practice of all network resources operating at the BCLDB Kamloops facility will continue.
 - i. **On days that a driver is assigned a single shuttle or less, alternate work will be offered to the affected driver, if available.**
- c.) Company drivers will maintain working in the warehouse as needed.
- d.) The Company agrees not to contract out any work normally performed by employees covered by this Agreement if any employee is on lay-off for lack of work at the time such contracting out is introduced or if the contracting out would cause the lay-off of any employee.
- e.) Provided qualified employees, categories of which are set out in Appendix "A" are available, all suitable equipment must be in use before the Company can utilize additional third-party carriers. Third-party carriers will not be used to deprive Company employees of their regular work hours.
- f.) Where such work is under the control of the Company, members of the Union will perform the duties related to the storing and handling of product. As per current practice, the parties agree that non-bargaining unit Company personnel may continue to work on occasion to support operational efficiency.
- g.) With regards to (d) and (e) above, the Parties agree, as per current practice, the use of network resources including third-party carriers will continue. The considerations used in the Company's determination to use third-party carriers include: efficiency, economic viability, geography, seasonality, competitiveness and customer service demands. Any changes in the use of network resources including third-party carriers will be discussed with the Union Business Representative and Shop Steward quarterly.
- h.) Any employee involved in an accident with a Company vehicle shall not be required to pay an assessment or monies to the Company.
- i.) Any employee shall not be required to pay any assessment or monies to the Company for a cargo claim or breakage of goods.

ARTICLE 4 – EMPLOYEE DEFINITION

Section 1 – Regular Employee

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

- a.) he has completed his probationary period
- b.) he makes himself available to the Company for full time employment
- c.) he has no other outside employment, except where such employment may be specifically permitted under the provisions of this Agreement
- d.) it shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay-off, provided the employee complies with sub-section (b) herein

- e.) when a Company tries to contact any regular employee who is either on lay-off in excess of two weeks or has failed to report for duty within twenty-four (24) hours of contact, and cannot be contacted by telephone regarding his availability for employment, the Company will then make final contact by registered mail, with copy to the Union. Failure to then contact the Company with sufficient justification will then constitute grounds for dismissal.

Section 2 – Full-time Employees

A full time employee is an employee who has a four day/ten hour or five day/eight hour schedule.

ARTICLE 5 – WORKING CONDITIONS

Section 1 - Conflicting Agreements

The Company agrees not to enter into any agreement or contract with employees of the Company, members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

Section 2 – Transfer of Company Title or Interest

In the event that the Employer sells, transfers, or assigns its right, title, or interest in the operation covered by this Agreement, the Agreement remains in full force and effect. The Agreement continues to bind the purchaser, lessee or transferee to the same extent as if it had been signed by the purchaser, lessee or transferee, as the case may be.

Section 3 - Protection of Conditions

- a.) It shall be a violation of this Agreement for the Company to require that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business as a condition of continued employment.
- b.) Employees will not be liable to pay tractor insurance or any fees related thereof.
- c.) Employees will not pay any toll or fee while in the service of the Company.

Section 4 – New Equipment and Classifications

For the purposes of this section, classifications (outlined in Appendix A) are defined as follows: for over the road power equipment it refers specifically to the government licence classification (i.e. 1, 3 or 5) required to operate that power equipment. For warehouse equipment, the classification is Warehouse.

If any new over the road power equipment requires a new classification, the parties agree to negotiate a rate for the new classifications in question. The Company shall advise the Union as

far in advance as possible. If the parties are unable to reach agreement, then the dispute will be settled through the grievance and arbitration procedures of this agreement.

ARTICLE 6 – EMPLOYMENT CONDITIONS

Section 1 - Seniority

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

Section 2 - Layoff

In the event of a layoff of regular employees, the Company agrees that regular employees shall be laid off in reverse order of seniority subject to the employees having the skills and ability to satisfactorily perform the required work.

When work becomes available, a laid off employee shall be recalled to the available work in order of seniority provided they have the skills and ability to perform the required work.

New employees shall not be hired while regular employees are on layoff, unless none of the laid off employees are available or are not qualified to perform the available work.

Section 3 - Seniority

Seniority shall be terminal wide and there shall be one (1) group.

Group #1: Class 1, Class 3, Warehouse, Driver Apprentice.

Section 4 - Probation

All newly hired employees shall be considered probationary for the first four hundred (400) regular hours worked. There shall be no responsibility on the part of the Company in respect of probationary employees should they be laid-off for lack of work or discharged during the probationary period. However, the Company shall inform the probationary employee as to whether he has been discharged or laid-off and the reasons therefore.

Upon the conclusion of any probationary period, employee's name shall be placed on the seniority list, effective the probationary completion date, and they shall be entitled to all rights and privileges as provided in this Agreement with the exception of those as specified i.e. Health and Welfare and Pension Plan provisions.

Section 5 - Facilities

In the event the operations at Commercial Logistics (Kamloops) are closed down or partially closed down or amalgamated or moved to another location, the seniority of such employees shall immediately become subject of discussion and failure of the Parties to agree may be

submitted to the Grievance Procedure hereinafter provided or the Labour Relations Board for a final decision.

Section 6 – Seniority List

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

Section 7 – Loss of Seniority

Seniority will be lost when an employee:

- a.) Voluntarily terminates their employment.
- b.) Is discharged for just and reasonable cause.
- c.) Is on layoff for more than twelve (12) consecutive months. Any employee who requests his Record of Employment shall not be considered terminated
- d.) Does not return to work on the date specified following an approved leave of absence other than medical.
- e.) Misses three consecutive shifts without advising the Company with a reasonable explanation.

Section 8 – Bargaining Unit Protection

In the event that the Company purchases a currently operating business or any part thereof in the City of Kamloops, the employees of which are covered by a Collective Agreement with a Local Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the Company and the Union will meet to discuss seniority. Any disagreement about seniority lists under this section may be dealt with the grievance procedure or the Labour Relations Code.

Section 9 – Shift Vacancies

- a.) All new shifts and vacancies are subject to seniority and will be posted promptly for seven days in a conspicuous place at the terminal, stating the shift description. All regular full time employees shall be entitled to bid on such postings and the Company will designate on the original posting the successful bidder within three working days of the closing date of the posting. Any regular full time employee absent due to accident, sickness or vacation shall have the opportunity to bid on such shift posting or vacancy within three days after he returns to work, provided he is capable.
- b.) Provided the employee is capable and is given the opportunity to demonstrate his capability, seniority shall prevail in the appointments to new shifts or vacancies. Starting times preference shall be given to senior employees on established shifts and operators of mobile equipment subject to operational requirements. Except where a shift has been

discontinued, there will be no shift bumping privileges. Senior employees shall be given preference to fill vacancies within the classification.

- c.) Seasonal changes in operationally required shifts will be announced thirty days in advance and may, at the discretion of the Company, require a seasonal posting process.

Section 10 – Leave of Absence

a.)

- (i) When the requirements of the Company's services will permit, any employee, upon written application to the Company, may, if approved by the Company, be granted a leave of absence in writing for a period of up to thirty calendar days. This may also be in conjunction with the employee's holidays. When considered by the Company, approval or rejection is to be given in writing, within thirty calendar days, and if approved such approval may not be withdrawn except by mutual consent of the employee and the Company. Under such leaves the employee will retain and accrue seniority only.
- (ii) Such leave may be extended for an additional period of up to thirty (30) calendar days when approved by the Company.
- (iii) Any employee on a leave of absence engaged in gainful employment without prior written approval from the Company shall forfeit their seniority, have their name stricken from the seniority list and no longer considered as an employee of the Company. The Company will advise the Union of any written approvals for employees to engage in gainful employment.
- (iv) If an employee, employed in a classification requiring a drivers license, suffers the revocation of their drivers license for medical reasons, they will be re-classified, provided they are capable and work is available and such work will not result in the bumping of regular employees. If such employee cannot be re-classified, the Company may grant a leave of absence to such an employee who has suffered a revocation of their driver's license of up to twelve (12) months duration in writing with a copy of the Union. The employee may only take advantage of this section once while in the employ of the Company.
- (v) Unpaid leaves may impact an individual employees' eligibility for:
 - a. health and welfare;
 - b. pension benefits;
 - c. entitlements and bonuses.
- (vi) The parties recognize all leaves under the Employment Standards Act.

- b.) When an employee within the bargaining unit covered by this Agreement receives leave of absence in writing with a copy to the Union, to take a position within the Company which is beyond the scope of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit.

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

Employees who have been granted such a leave of absence must remain a member of the Union and be covered under all benefits of the Collective Agreement but shall not perform any duties covered by the bargaining unit. The successful appointee shall not have the right to hire, fire or discipline during the ninety (90) day leave of absence.

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

ARTICLE 7 – MEAL AND REST PERIOD

Section 1 – Meal Period

The employee shall, except by mutual agreement between the parties hereto, take a maximum of thirty (30) minutes unpaid meal break in any one day during the course of a eight (8) or ten (10) hour day.

Section 2 – Rest Periods

For those employees posted to a five/eight hour shift, they shall be entitled to two (2) paid breaks of fifteen (15) minutes during both the first half and second half of any shift.

For those employees posted to a four/ten hour shift they shall be entitled to two (2) paid breaks of twenty (20) minutes during both the first half and second half of any shift.

ARTICLE 8 – OCCUPATIONAL HEALTH & SAFETY CONDITIONS

Section 1 - Safety Conditions

- a.) Maintenance of equipment - it is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. No employee will be required to operate equipment on public streets and thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment; i.e. brakes, steering, adequate mirrors, signal lights or other lighting equipment.
- b.) It shall be the duty of the employee to report, in writing, on the appropriate forms of the Company, promptly, but not later than the end of the shift, trip or tour all safety and/or

mechanical defects, any accidents or claims on the equipment which they have operated during that shift.

- c.) The Company shall designate the person to whom all defects reports of mobile equipment are submitted, and all employees will be notified the name of such person.
- d.) In the event essential repairs cannot be effected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment or contract when a Company employee refuses to operate such identified equipment.
- e.) It shall be the obligation of the Company to direct the repairs as necessary to conform with the safe and efficient operation of that equipment.
- f.) Wherever reasonably possible, trucks shall have installed steps or devices to allow reasonable access to the body.
- g.) In isolated areas where the nature of cargo requires additional assistance to handle the cargo, the Company shall endeavour to arrange such assistance as may be required.
- h.) The Company shall inform, direct and supply to the employees proper information and handling devices or equipment for handling dangerous cargo.
- i.) Safety steel toed boots are mandatory for all drivers and warehouse workers and are the responsibility of the employee. A boot allowance will be provided to all full-time employees who have been employed on a full-time basis for a minimum of one (1) year. The allowance provided will be **\$120** per year towards the purchase of boots, payable upon presentation of a non-returnable original receipt. The allowance may be banked for one (1) year to a maximum of **\$250** towards the purchase of boots. There will be no reimbursement of the difference between the maximum allowance and the cost of the purchase.
- j.) No unauthorized personnel will be allowed to ride on Company equipment.
- k.) Employees must report immediately any accident, claims, workplace injury or equipment damage to the Company; all reports must be filled out prior to the end of their shift.
- l.) Drivers shall be responsible to pay all fines for moving violations.

Section 2 – Harassment and Bullying

The Employer will maintain policies and procedures that meet or exceed the standards required by WorkSafeBC.

ARTICLE 9 - PAY

Section 1 – Pay Period – Company Employees

- a.) Except as otherwise mutually agreed between the Employer and the Union, employees shall be paid on a bi-weekly basis. Pay will be via direct deposit. Itemized pay statements will be available to all employees.

Section 2 – Pay Error

- a.) If an error occurs in an employee's pay and the amount is equal to one (1) day or more, he shall be entitled on request to payment of the shortage within five (5) working days.

Section 3 – Final Payment

Final pay after resignation or dismissal will meet or exceed legislated requirements.

ARTICLE 10 – LEAVES OF ABSENCE

Section 1 – Paid for Time

- a.) All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work or registers in, whichever is later, until he is effectively released from duty.

Section 2 – Bereavement Leave

A regular employee shall be granted three regularly scheduled work days leave within the eight day period following the date of death, without loss of pay or benefits, in the case of death of a mother, father, spouse (including common-law spouse), children, brother, sister, mother-in-law, father-in-law, grandparents, foster children and foster parents. A death certificate may be required.

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

A working day lost shall not be more than ten hours or eight hours depending on the employee's schedule.

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.

This clause will not have application for an employee on leave of absence or when receiving benefits under the health and welfare plan, annual vacations, workers' compensation or as otherwise covered by this Agreement.

Section 3 – Sick Leave

- A. Newly hired employees will receive three (3) days of paid sick time after completing thirty (30) days of continuous employment.**
- B. Sick days will accrue at one day per month (at the completion of every month of continuous employment) to a maximum of 10 days. The accrued sick days can never exceed 10 days. Sick leave must be taken in full day increments, no partial days.**
- C. Sick time pay will be paid as per the federal legislation, which is the employee's regular rate of wages for their normal hours of work in a day.**
- D. Full-time employees will be allocated 10 paid sick days in January each year.**

- E. Employees who have not achieved full-time status, as per Article 4, Section 2 – Full Time, will accrue sick days as per Item B, not Item D.**
- F. Upon resignation or termination, any sick time paid but not accrued would be subject to reimbursement by the employee to the company in the last pay period.**
- G. Unused sick leave not taken by December 31st, will be paid out to a maximum of 5 days at the end in the last pay period of January. Should the employee have used any paid sick time during the calendar year, up to 5 days, that will be deducted from the pay-out amount (example: 3 paid sick days used during the year, eligible to be paid for 2 sick days in the pay-out).**
- H. Any proven abuse of the Sick Leave Provision will subject the employee to immediate dismissal without recourse to the Grievance Procedure.**
- I. Sick leave may be used for family illness or emergency.**
- J. If the employee is aware in advance and taking the maximum of 10 sick days, they must provide 4 weeks written notice or provide a valid reason for not providing notice.**
- K. A medical certificate must be provided to the employer when taking 5 or more consecutive days of medical leave, within 10 days of their return to work.**
- L. Personal Leave – As per IPG117 *Canada Labour Code*.**

Section 4 – Court Services

A regular employee summoned to Jury Duty or subpoenaed as a witness on a day that they would normally have worked shall be paid wages amount to the difference between the amount paid such service and the amount they would have earned had they worked on such days for a maximum of ten days. Employees on Jury Duty shall furnish the Employer with such statement of earnings as the courts may supply. A working day lost shall not be more than ten hours pay or eight hours pay depending on the employee's schedule.

This clause will have no application for an employee on Leave of Absence or when receiving benefits under the Health and Welfare Plan, annual vacations, Workers' Compensation or if the court matter is one to which the employee is a party or as otherwise covered by this Agreement.

Section 5 – Medical Documentation

Any Company or Government required physical or medical examination shall be promptly complied with by all employees. The Company will pay (up to Doctors of BC guidelines) for Company required medical documentation (Functional Ability Forms related to WorkSafeBC claims). The Union will be invited to participate in any accommodation or return to work issue. If a dispute arises in regard to these issues, those issues will be subject to the grievance procedure.

Section 6 – Compensation Sickness Coverage

When a **full-time** employee goes off work ill or on Workers Compensation, the employee will continue to qualify for Health and Welfare benefits and the Company shall continue to pay Union dues if the employee qualifies for Employment Insurance Sick Benefits, Long Term Disability Benefits and/or Workers Compensation Benefits so that the employee shall be protected to the utmost provided:

- a.) The Employee reimburses the Company for such dues normally paid by said employee and is at no time more than five months in arrears, and
- b.) The period of Health and Welfare benefits coverage shall exceed twelve month only by mutual agreement of the two Parties.

When an employee returns to work, the Company shall deduct from his earning any dues the Company has paid out in respect to his contributions.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address, to make restitution for such dues monies paid out, the Union shall then reimburse the Company for said amount.

ARTICLE 11 – MANAGEMENT RIGHTS

Section 1 – Management Rights

Subject to the terms of this Agreement, all matters concerning the operations of Company business shall be reserved to the management. The Union recognizes that it is the function of the Company:

1. To maintain order, discipline and efficiency;
2. To discharge, classify, suspend for just cause. Direct or transfer employees from one classification to another;
3. To increase and decrease working forces;
4. To make or alter from time to time policies and regulations to be communicated to and be complied with by its employees. Upon request, the Union will be provided a copy of policies and regulations.

Section 2 – Limitation on Holding Discipline on Employees

An employee will receive a copy of any written reprimand or warning letter placed in their file with a copy to the Union. The incident causing such written reprimand or warning letter shall not be used to compound other disciplinary actions taken against the employee if they have not had any written reprimand or warning letter for a period of twelve months, except for discipline resulting from instances of violence, harassment, safety, and theft.

An employee may request to review their company personnel file once per calendar year.

Section 3 – Management to Administer Discipline

All discipline will be handed out by the Company.

ARTICLE 12 – PROTECTION OF RIGHTS

Section 1 – Protection of Rights

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

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

Section 2 – No Strike/Lockout During Agreement

It is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.

ARTICLE 13 – TECHNOLOGICAL AND MECHANICAL CHANGES

The Parties recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further that all Parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes. Therefore, the purpose of this Article is to provide for technological change in accordance with Section 54 of the Labour Relations Code.

Technological change shall be defined as introduction or the intent to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies.

If the Company introduces a technological change that will directly result in the termination of a significant number of regular employees in the bargaining unit, then

- i) The Company will provide at least sixty calendar days notice to the Union; and
- ii) The Company will meet with the Union to discuss the technological change.

The meetings will include good faith efforts to find solutions such as:

- i) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
- ii) human resource planning and employee counselling and retraining;
- iii) notice of termination;
- iv) severance pay;
- v) entitlement to pension and other benefits including early retirement benefits;
- vi) a bipartite process for overseeing the implementation of the adjustment plan

In the event technological or mechanical changes result in a reduction in the workforce or the demotion or promotion of employee, such reductions, demotions or promotions shall be done in accordance with the provision of Article 6 – Seniority.

ARTICLE 14 – JOINT OCCUPATIONAL & HEALTH & SHOP STEWARD

Section 1 – Inspection Privileges

Authorized agents of the Union will request and have access to the Company's establishments during working hours for the purpose of investigating conditions related to this Agreement or meeting with bargaining unit members, and shall in no way interrupt the Company's working schedule. The authorized agent will ensure that the request for access is acknowledged by the Company's representative before attending the facility. The Union's requests will not be unreasonably denied.

Section 2 – Shop Stewards

- a.) The Union shall elect or appoint shop stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Company will recognize shop stewards and not discriminate against them for lawful Union activity. The Company will notify the Union prior to dismissal of a shop steward.
- b.) Grievances shall be processed during the normal working hours of the shop steward. A steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Employer on Employer property or at any other place which is mutually agreed upon by both the Union and the Employer.
- c.) If the Employer representative requests to meet the steward outside the steward's normal working hours, the steward shall be paid at his appropriate rate(s) for all the actual time spent during the processing of the grievances with the Employer on the Employer's property or at any other place which is mutually agreed upon by both the Union and the Employer.

Section 3 – Joint Labour Management Committee Meetings

On the request of either party, the parties must meet at least once every 2 months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement. It is agreed that if neither party has provided at least one agenda item two weeks prior to the scheduled date of the meeting, the meeting will be deemed canceled.

ARTICLE 15 – PLANT CONDITIONS

Section 1 – Sanitary Conditions

- a.) Where possible, and where required, the Company agrees to maintain at its terminals adequate, clean, sanitary toilet facilities, lunchrooms and washrooms having hot and cold running water, with proper ventilation. It shall be the responsibility of the employees to use all facilities carefully, considerately, without unnecessary damage and dirtiness.

Section 2 – First Aid Supplies

The Company shall provide first-aid provisions in accordance with the Workers' Compensation Act.

ARTICLE 16 – UNION LABEL

It shall not be a violation of this Agreement for an employee to wear a union pin or lanyard.

ARTICLE 17 – SHIFT NOTIFICATIONS

The Employer shall continue with its current practice of posting the schedule for the next day prior to the end of the employees' shifts.

In the event there is a change in the posted schedule, the Employer shall use its best efforts to contact employees to give reasonable notice to their not being required for duty or adjusted start due to operational requirements.

ARTICLE 18 – PAID FOR DAY OF ACCIDENT

If a workplace injury causes an employee to be unable to finish work after seeking medical attention, they shall be paid their full day's wages for the day of injury provided they are not in receipt of compensation from the Workers' Compensation Board for that day.

ARTICLE 19 – RATES OF PAY

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

ARTICLE 20 – WORK SCHEDULES

Section 1 – Regular Work Day

The Company does not provide any daily or weekly guarantee of hours, unless otherwise specified in this agreement.

- A. Except as hereinafter provided, the regular workday shall consist of ten (10) consecutive hours of work or eight (8) consecutive hours of work. The regular work week shall consist of

four (4) ten (10) hour days or five (5) eight (8) hour days in the period from 0001 Sunday to 2359 Saturday with two consecutive days off or three consecutive days off, depending on the employee's work schedule.

- B. Regular employees shall, if they receive less than four (4) or five (5) shifts in a week due to lack of work, be offered work, if available, on their fifth (5th), sixth (6th) or seventh (7th) day at straight time.
- C. If a regular employee is informed before his quitting time that there is no work available for him on his next shift, there shall be no part time employees worked on his shift on that day. A reasonable amount of time shall be allowed to report to work.
- D. An employee who was called in to work and has started work will be paid a minimum of four hours (for those employees working a five day/eight hour shift) or five hours (for those employees working a four day/ten hour shift).

Section 2 – Overtime Provisions

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

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

For those employees posted to a four/ten hour shift

- i. All time worked over and above ten (10) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
- ii. For all hours of overtime on a regular day, one and one-half (1 ½) times his regular rate of wages. All hours after eleven (11) hours double (2x) time.
- iii. Overtime hours worked during the normal regular work day shall not be counted in determining weekly overtime.
- iv. On 5th/6th/7th shifts overtime will be paid for hours worked in excess of forty (40) regular hours worked in a week. The first six hours will be paid at one and one-half (1 ½) times the employee's basic straight time hourly rate. Hours worked in excess of six (6) hours will be paid at double (2X) the employee's basic straight time rate.

For those employees posted to a five/eight hour shift

- i. All time worked over and above eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
- ii. For all hours of overtime on a regular day, one and one-half (1 ½) times his regular rate of wages. All hours after ten (10) hours double (2x) time.
- iii. Overtime hours worked during the regular work day shall not be counted in determining weekly overtime.
- iv. On 6th and 7th shifts overtime will be paid for hours worked in excess of forty (40) regular hours worked in a week. The first six (6) hours will be paid at one and one-

half (1.5X) times the employee's basic straight time hourly rate. Hours worked in excess of six (6) hours will be paid at double time (2X) the employee's basic straight time rate.

- E. For the purpose of this Section, the workweek shall be from 0001 hours Sunday to 2359 hours Saturday.
- F. Overtime shall normally be allocated to the senior qualified person who is available and willing to perform the work. If no one volunteers, the Company may assign the overtime in reverse order to seniority. In order to qualify for scheduled overtime, an employee must sign the Company's posted overtime list.
- G. Except in case of emergency or where it is unavoidable, no employee shall work weekly overtime (5th, 6th or 7th shift) until all regular employees in their unit have worked forty (40) regular straight time hours (as provided for in Article 20 Section 1 B) provided there are capable and qualified regular employees amongst those who have not worked their forty (40) regular straight time hours. Provided the foregoing has been complied with, seniority will prevail in classifications for the allocation of overtime.

Section 3 – Banked Overtime

Should an employee wish to bank their overtime, they shall request, in writing, indicating this, which will be binding for a minimum of one (1) calendar year. Employees will provide the supervisor with a written authorization to bank their overtime in January of each year.

Overtime which is banked during the calendar year shall be credited in terms of hours and dollars and any outstanding banked hours on December 15 will be paid out in the last pay period in December of each year. Banked time taken as time off shall be paid out at the existing straight time rate.

However, the maximum dollars paid out will be earned at the time overtime was incurred. When an employee leaves the Company, all banked dollars accumulated shall be paid out.

The Company shall keep a record of all banked overtime which shall be available for perusal by the employee.

Example of banked hours:

One (1) hour at time and a half (1.5X) = one and one-half (1.5) hours banked

One (1) hour at double time (2X) = two (2) hours banked

Banked overtime shall be taken in scheduled eight (8) or ten (10) hour daily increments based on the shift the employee is working. Such time will be taken at a mutually agreed date consistent with the efficient operation of the Company, and at no time will the employee's bank exceed one hundred twenty (120) hours. Banked overtime cannot be used to bump another employee's vacation.

Section 4 - General Holidays

Pay for holidays when not worked shall be as follows:

Employees shall be paid for time not worked at the regular rate on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and in the event a General Holiday is proclaimed by the Federal or Provincial Government, such holiday shall be observed as a General Holiday.

Employees entitled to those paid holidays shall have been on the payroll thirty (30) calendar days previous to the holiday and worked 15 of the 30 days prior to the holiday.

Regular employees who are entitled to the paid holiday will be paid as per their scheduled shift (i.e. ten hours for those working on a four day/ten hour shift and eight hours for those working on a five day/eight hour shift). All other employees entitled to a paid general holiday will have their general holiday pay calculated as follows:

Regular hourly wages, statutory holiday pay and paid vacation divided by the number of days worked during the 30 calendar days before the general holiday.

Employees absent by reason of leave of absence, discharge, quit or suspension shall not be entitled to general holiday pay. The employee who is terminated or discharged for just cause within the thirty (30) calendar day period shall not be entitled to general holiday pay.

If the holiday falls on an employee's regular day off, they are entitled to a day off without pay in lieu, at a mutually agreed upon time.

Section 5 – Pay for Work on General Holiday

Employees who are required to work on a General Holiday will be paid at time and one-half their hourly rate for hours worked on the holiday. **This is in addition to the eight (8) or ten (10) hours pay at their regular rate of pay for the general holiday. An unpaid day in lieu of the General Holiday can be scheduled at a mutually agreed upon future date.**

ARTICLE 21 – VACATION

Section 1 – Two Weeks Vacation

Subject to the employee being paid 1950 hours in the previous calendar year, employees who have completed one year's service shall receive two weeks vacation with 80 hours pay at their hourly rate of pay in effect at the time they take their vacation or four percent of annual gross earnings in the previous calendar year, whichever is greater.

Section 2 – Three Weeks Vacation

Subject to the employee being paid 1950 hours in the previous calendar year, employees who have completed four years of continuous service shall receive three weeks vacation with 120

hours pay at their hourly rate of pay in effect at the time they take their vacation or six percent of annual gross earnings in the previous calendar year, whichever is greater.

Section 3 – Four Weeks Vacation

Subject to the employee being paid 1950 hours in the previous calendar year, employees who have completed ten years of continuous service shall receive four weeks vacation with 160 hours pay at their hourly rate of pay in effect at the time they take their vacation or eight percent of annual gross earnings in the previous calendar year, whichever is greater.

Section 4 – Five Weeks Vacation

Subject to the employee being paid 1950 hours in the previous calendar year, employees who have completed fifteen years of continuous service shall receive five weeks vacation with 200 hours pay at their hourly rate of pay in effect at the time they take their vacation or ten percent of annual gross earnings in the previous calendar year, whichever is greater.

Section 5 – Six Weeks Vacation

Subject to the employee being paid 1950 hours in the previous calendar year, employees who have completed twenty years of continuous service shall receive six weeks vacation with 240 hours pay at their hourly rate of pay in effect at the time they take their vacation or twelve percent of annual gross earnings in the previous calendar year, whichever is greater.

Section 6 – Vacation Calculation

For the purpose of this Article, paid hours include straight time hours, non-premium overtime hours (including time working on a general holiday), vacation hours, hours paid for jury duty, paid sick time hours, paid general holidays and paid bereavement hours. Employees who are not paid 1950 hours in the previous calendar year will be paid the applicable percentage of annual gross earnings in the previous calendar year indicated in Section 1 through Section 5 above.

Section 7 – Vacation Calculation – Sick or Workers Compensation

When an employee goes off work ill or on Workers Compensation, the employee will be eligible for a credit of up to 160 hours – based on hours missed from work – to the “paid 1950 hours” calculation in Section 1 through Section 5 above. The additional hours credited are unpaid and will not be applied to the percentage of gross annual earnings; the credited hours are only to be applied towards the 1950 hours calculation. To be eligible for the credit of up to 160 hours, the employee must qualify for Employment Insurance Sick Benefits, Long Term Disability Benefits and/or Workers Compensation Benefits and provide documentation of the missing hours up to 160 hours.

Section 8 – Vacation Scheduling

Vacation is scheduled in periods of one week increments to a maximum of two (2) **consecutive** weeks, unless the employee requests and is approved for otherwise. Vacation lists shall be posted and remain posted on December 1st to February 15 of the following calendar year.

The Company shall post the final vacation schedules by March 1st, and shall remain posted for the balance of the year.

Request for Leave forms, even if the time is booked, must be completed and submitted to the employee's Manager or Supervisor 2 weeks in advance.

If an employee fails to designate his choice of vacation on such listing by the 15th day of February, vacation time shall be granted on a first come first serve basis, subject to operational requirements. If by September 15, employees still have remaining weeks unscheduled, the Company reserves the right to assign all outstanding weeks, at the Company's discretion.

No vacation pay will be paid for vacations not taken in accordance with this article.

Ten (10) percent of the hourly employees at the facility may be off on vacation at the same period.

ARTICLE 22 – SAVINGS CLAUSE

Section 1 – Savings Clause/Negotiation for Replacement of Articles Held Invalid

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the Company and the Union shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 24 for final resolution.

ARTICLE 23 – MARGINAL NOTATIONS

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

ARTICLE 24 – GRIEVANCE PROCEDURE

Section 1 – Grievance Procedure

Whenever any dispute arises between the Company and the Union, or between the Company and one or more employees, the employees shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

Time limit to institute this Grievance Procedure:

- a.) Termination or lay-off - ten (10) working days (not including Saturday, Sunday or Statutory Holidays);
- b.) all other grievances – twenty (20) working days (not including Saturday, Sunday or Statutory Holidays).

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

Step 1: Any grievance of an employee shall first be taken up between such employee and the company supervisor, however, the employee will be entitled to be represented by a shop steward or a union representative.

Step 2: Failing settlement under step 1, such grievance shall be taken up between a representative of the Union or a shop steward and the Company supervisor. Step 2 must be completed within ten (10) working days (not including Saturday, Sunday or Statutory Holidays) from the conclusion of step 1.

Step 3: Failing settlement under step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting. Step 3 must be completed within ten (10) working days (not including Saturday, Sunday or Statutory Holidays) from the conclusion of Step 2.

Step 4: Failing settlement under step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

Section 2 – Appointment of Arbitrator

If the Parties fail to agree upon a neutral arbitrator at Step Four of the grievance procedure, within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, either party can request the Minister of Labour appoint a neutral arbitrator.

Section 3 – Arbitrator's Decision

The arbitrator's decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

Section 4 – Costs

The cost of the arbitrator will be borne equally by the Union and by the Company.

ARTICLE 25 – TERM OF AGREEMENT

Section 1 - Term of Agreement

This Agreement shall commence effective **January 1, 2024** to and including December 31, **2026**. Either Party to this Agreement may, within four months immediately preceding the termination of this agreement give to the other Party written notice to commence collective bargaining.

Section 2

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under the B.C. Labour Relations Code including the right to strike or lockout the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

SIGNED THIS 21st DAY OF March, 2024

FOR THE COMPANY

Hayek

Andrew

Tim Semel

FOR THE UNION

Stan Hennessy

Mike Hennessy

Rob Simon

[Signature]

APPENDIX "A" – WAGE SCHEDULE

	Jan. 1, 2024	Jan. 1, 2025	Jan. 1, 2026
Class 1 Driver	\$30.15	\$31.05	\$31.95
Class 3 Driver	\$28.30	\$29.10	\$29.90
Driver Apprentice	\$24.57	\$25.26	\$25.96
Warehouse	\$27.20	\$27.97	\$28.74

Note: Start rates are 95% of the regular rates during the probation period.

Shift Differential

Employees who are scheduled and start their shift between the hours of 19:00 and 04:00 (inclusive), will receive a Shift Premium of \$1.00 per hour for all hours worked on their shift.

Driver Training Programs

A Driver Training position shall be established with a premium of \$2.00 per hour while engaged in training of personnel over and above any other premiums.

Certified Forklift Training Premium

A Certified Forklift Trainer position shall be established with a premium of \$1.00 per hour while engaged in training of personnel over and above any other premiums.

Leadhand

A Leadhand shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to directly hire, fire, suspend, or discipline employees. He shall be a member of the Union and shall have seniority in accordance with Article 6 herein. The premium for Leadhand shall be one dollar (\$1.00) per hour.

APPENDIX "B" – HEALTH AND WELFARE

The Employer will continue to provide its comprehensive Health and Welfare benefits plan with the existing guidelines for employees and their families. Highlights of this coverage include:

- Long Term Disability
- Life and Accidental Death and Dismemberment
- Dental coverage including basic, major and orthodontics
- Extended Health coverage low annual deductibles
 - Prescriptions including biologics
 - Para-professionals including chiropractor, osteopath, podiatrist/chiropracist, massage therapist, naturopath, speech therapist, physiotherapist/physiatrist, ergotherapist, homeopath, dietitian, audiologist, psychologist/social worker/guidance counsellor, acupuncturist
- Vision – glasses eye exams
- Hearing Aids
- Orthotics
- Out of Country insurance

The responsibility of the carriers to provide the services as outlined in the plan remain unchanged. Effective June 1, 2020, to qualify for the Health and Welfare plan an employee will be required to pass probation and be working full-time.

APPENDIX "C" – PENSION

[THE EMPLOYER'S VOLUNTARY DEFINED CONTRIBUTION PENSION PLAN WILL BE MAINTAINED FOR THE LIFE OF THE AGREEMENT AS FOLLOWS]

The Employer will continue its Defined Contribution Pension Plan.

Highlights of this plan include:

- Employer/Employee matching continues at \$1.05 per hour for all regular hours (up to forty per week).

[THE FOLLOWING EMPLOYER CONTRIBUTIONS WILL BE CONTINUED UNDER THE COMPANY'S DEFINED CONTRIBUTION PENSION PLAN UNTIL SUCH TIME IN APRIL, 2024 WHEN, GOING FORWARD, THESE CONTRIBUTIONS AND ANY INCREASES WILL BE CONTRIBUTED TO THE TEAMSTERS' NATIONAL PENSION PLAN (SEE APPENDIX C-1)]

- Effective June 1, 2022, the Employer will contribute – without the requirement for employee matching – \$0.55 per hour for all regular hours (up to forty per week).

Effective June 1, 2020, to qualify for the Defined Contribution Pension Plan an employee will require one year of service and be working full-time.

TEAMSTERS' NATIONAL PENSION PLAN - APPENDIX C-1

Section 1 - Participation

It is agreed that the Company will participate throughout the life of the Agreement in the Teamsters' National Pension Plan (the Plan) as amended from time to time.

Section 2 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

Section 3 - Trust Agreement

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the Trust Agreement), established January 1, 1982 and amended by the Trustees from time to time.

Section 4 - Plan Administration

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation.

Section 5 - Eligibility Conditions

(a) Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the **full-time** employee **has achieved one year of service** in accordance with Appendix "C-1".

(b) Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the 30 day period immediately prior to the date on which he commences work with the Company, and who becomes a regular employee, shall join the Plan on the later of his date of hire or the day following termination of his previous coverage.

It is understood that any person who is not subject to the terms of this Agreement, or any person employed on the basis of being a dependent contractor is not eligible to participate in this Plan.

Section 6 - Benefits

Benefits provided by the Plan are established by the Board of Trustees.

Section 7 - Contributions

(a) The cost of contributions to the Plan shall be borne wholly by the Company.

(b) The Company shall contribute in respect of each employee in accordance with the following:

Effective Date	Amount Per Hour
Current Company Plan (mandatory contribution)	\$0.55 [to be removed from final collective agreement]
April, 2024	\$0.60
January 1, 2025	\$0.70
January 1, 2026	\$0.80

(c) The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- all hours worked
- Periods of Paid vacation
- Jury Duty
- Bereavement leave
- Statutory holidays
- Special personal floating holiday

No contributions are required to be paid for:

- (a) Workers' Compensation
- (b) Weekly Indemnity
- (c) Long Term Disability

No contributions are required to be paid for:

- Plan Members in receipt of a pension while working or over the age of 71
- Change in shift penalty
- Call time - where a call involves a four hour minimum embodying call time and hours worked, contributions are only required for hours worked.
- Severance allowance.
- Non-work hours as described in Section 8, hereunder.

- (d) (i) Contributions shall be made on a calendar month basis for each eligible employee and the Company shall submit the total contribution to the Trust aforesaid, not later than the 20th day of the following month.
- (ii) The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement.

Section 8 - Non-Work Hours

In order that the Trustees may properly adjudicate any pension credits that may be due to an employee during periods of absence from work due to disability, the Company agrees to provide, on

a monthly basis, a report of all hours of work lost by any employee due to disability for which the employee is receiving temporary time loss benefits from the Workers Compensation Board, Weekly Indemnity, Medical E.I. or Long Term Disability Benefits under a group insurance plan provided pursuant to this Agreement or Maternity / Parental or Disability Benefits under the Employment Insurance Act. This report shall be provided no later than the 20th day of the month following the month in which the employee suffered loss of hours due to disability or maternity.

Revised June 1, 2022

APPENDIX "D" – TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Local No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31.

The Employer shall make contributions of five cents (\$0.05) per regular hour payable hereunder for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

This payment will be independent and separate from any other payment made to Teamsters Local Union No. 31.

Letter of Understanding #1

BETWEEN: COMMERCIAL LOGISTICS INC. – KAMLOOPS

AND: TEAMSTERS LOCAL UNION NO. 31

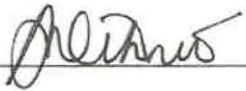
Re: Safe Driving Program

For the term of the current collective agreement, the Company will continue to administer terms and conditions of the Safe Driving Program.

SIGNED THIS 21st DAY OF March, 2024

FOR THE COMPANY







FOR THE UNION



Letter of Understanding #2

BETWEEN: COMMERCIAL LOGISTICS INC. – KAMLOOPS

AND: TEAMSTERS LOCAL UNION NO. 31

Re: Driver's License Upgrade Program


For the term of the current collective agreement, the Company will establish a program that allows for the upgrade to a Commercial Driver's license.


When the company deems an employee to be suitable for an upgrade to a commercial driver's license, the company shall pay for the following upgrade costs to facilitate a move to a Class 1 or 3 license:

1. Employee must be a full-time employee, as per Article 4, Section 2 – Full Time Employees, with a minimum of one year of service, and in good standing with the union.
2. Undertake training, on unpaid off-duty time, in an accredited program, approved in advance by the company.
3. 60% of cost of the training course will be paid by the company; 20% by the union (to a maximum of \$2000 for Class 1 and \$1000 for Class 3) and the remaining by the employee. Financing and payroll deductions of the remaining amount can be arranged at the request of the employee.
4. The number of positions offered may be limited.
5. Upon completion of the training course, employees will spend a further 6 months in company's Apprentice Driver Program. However, the employee will not experience a reduction in their hourly pay as a result of being enrolled in this program.
6. Should the employee lose their seniority within 24 months of completion of the training course, they will be financially liable for a prorated amount of the full training costs.

SIGNED THIS 21ST DAY OF MARCH, 2024

FOR THE COMPANY





FOR THE UNION



Teri Gend
