

COLLECTIVE AGREEMENTS

BETWEEN:

COASTAL MOUNTAIN FUELS

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

DURATION: June 1, 2013 to May 31, 2016

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AGREEMENT BETWEEN:

COASTAL MOUNTAIN FUELS

(hereinafter called the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter called the "Union")

WITNESSETH: that the parties hereto agree as follows:

### **ARTICLE 1: PURPOSE**

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method for the prompt and equitable disposition of settling differences and misunderstandings which might arise; to further to the fullest extent possible, the efficiency and economy of the operation, quality of work done, the continuous improvement by all proper and reasonable means of the productivity of an employee, and protection of property; and to elevate the industry to the highest possible degree.

The Agreement recognizes the competitive nature of the business and the flexibility required to respond to customer requirements. Continued success for the Employer and continued employment for union members will require a cost efficient operation and highest quality work and service.

It is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully for the advancement of the aforesaid conditions.

For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

### **ARTICLE 2: BARGAINING AGENT RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent for all employees in each and any classification in this Collective Agreement and who work at and from;

8027 Enterprise St., Burnaby, B.C.  
45461 Yale Road, Chilliwack, B.C.

2.02 This Agreement shall be binding on the Employer and/or Agent and the Union and their respective successors, administrators, executors and assigns and shall apply to all employees of the Employer engaged in the classifications listed in this Collective Agreement and any classifications added thereto.

2.03 The term "location" or "Employer location" as used in this Agreement refers to one of the two (2) operating facilities situated in Burnaby and Chilliwack.

### **ARTICLE 3: EMPLOYER'S RIGHTS**

- 3.01 The Union agrees that it is the exclusive right of the Employer to manage his enterprise without limiting the foregoing:
- (a) To conduct and determine the nature of his business in all respects, including the right to manage the jobs, locate, extend, curtail or cease operations, to assign work, to determine the tools and equipment to be used and dispatch accordingly, to judge the qualifications of the employees and to maintain order, discipline and efficiency; not in conflict with articles of this Collective Agreement.
  - (b) To hire, discharge, classify, transfer, promote, demote, lay off, suspend or otherwise discipline an employee. However, this clause shall not deprive an employee of the right to exercise the Grievance Procedure as outlined in this Collective Agreement.
- 3.02 It is agreed and understood that having a valid Class 1 Driving License with Air Brake Endorsement, authorization to pick up fuel from terminals, and Canadian Petroleum Products Institute's Drivers Certification are conditions of employment and must be maintained. Revocation of any of these rights or failure to maintain or renew may be subject to discipline. Should an employee suffer the revocation of his driving license, he may apply for a leave of absence for the duration of the license suspension. Furthermore, information concerning customer prices, storage, driving routes, equipment and computer configuration, accounting systems, prospective customers and delivery costs are confidential and disclosure of these to agents, representatives or employees of competitors shall constitute grounds for discipline.
- 3.03 Force Majeure - In circumstances of force majeure, limited to the discontinuance of operations due to freeze-up, excessive snow, flood, earthquake and explosions and discontinuance of product supply and/or collapse of equipment and buildings, those provisions of the Collective Agreement penalizing the Employer, either monetarily or otherwise will not be effective for the duration of the force majeure.

The parties recognize that there may be incidents of force majeure which prevent or curtail business operations other than those listed in this provision. If there are such incidents of force majeure which prevent or curtail business operations and could not have been avoided by due consideration of the Employer, the parties will by mutual agreement add such act of God or event to this clause.

### **ARTICLE 4: UNION SECURITY**

- 4.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Employer shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Employer is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Employer in the event of subsequent proceedings being brought against the Employer for such discharge.
- 4.02 The Employer shall hand each new employee a Union membership card and dues deduction card. The employee shall complete said cards and return them to the Employer. The Employer shall, within three (3) weeks of hiring the employee, submit the

Union membership card to the Union, and shall retain the dues deduction card on the employee's file.

- 4.03 The Employer shall deduct such fees and dues as provided by the Union on the first (1st) pay period of the month and submit said monies to the Union before the twenty-fifth (25th) day of the month in which said monies were deducted. The Union shall indemnify the Employer for such remissions and deductions when in accordance with Union instructions.

The Employer will specify the amount of the initiation fee in the said remissions and deductions.

- 4.04 Upon receiving one (1) months' notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Employer for all such deductions and remissions when in accordance with Union instructions.

- 4.05 The Employer shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 4.03 above.

- 4.06 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to circumvent or cross a picket line recognized by the Union, or to refuse where there is a concern for the safety of the man, the equipment, and/or environment to perform any or all duties arising from the Employer's direction to circumvent a picket line.

- 4.07 Every motor vehicle and every piece of equipment, whether owned by the Employer or leased by the Employer while accomplishing work within the classification(s) described in the Collective Agreement under the jurisdiction of the Union shall be operated by a member of the Bargaining Unit.

- 4.08 The parties acknowledge that the Employer has contracted out work to third parties in the past and agree that the practice of contracting out will continue.

Available, qualified employees will be called in before there is any contracting out where the Employer has the appropriate equipment to effectively and efficiently perform the work.

- 4.09 Persons excluded from the bargaining unit may perform bargaining unit work when; instructing employees, training employees, providing assistance to customers or their representatives or when an emergency situation arises. An emergency situation shall be described as a situation affecting the safety of personnel and/or equipment and/or the environment.

- 4.10 Posting of Union insignia on the driver's side vent window of Employer operated trucks and tractors shall be permitted. The size of such insignia shall not exceed six (6) square inches.

- 4.11 The Employer agrees and covenants that it shall not make any individual written or verbal agreement with any person relating to matters contained within this Agreement.

- 4.12 The Employer shall provide a notice board in all locations for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information.
- 4.13 The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Employer as to the name or names of such Shop Steward or Shop Stewards.
- 4.14 There shall be no discrimination against any employee for being an Officer, Shop Steward or Committee person of the Union.
- 4.15 Shop Stewards shall be recognized by the Employer, and shall be given reasonable time to carry out their duties. The Shop Steward shall advise their immediate supervisor when requiring time to carry out his duties. The Union agrees to notify the Employer, in writing, of the name of each Shop Steward.
- 4.16 When the Employer for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or layoff.
- 4.17 Authorized agents of the Union shall have access to the Employer's premises for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
- 4.18 The Employer shall allow time off work, with full pay, to a maximum of sixty-four (64) hours per contract for one (1) employee who is serving on a Union committee for the purpose of negotiating with the Employer.
- No employee who acts within the scope of this article shall lose his job or be discriminated against for so acting.
- 4.19 The Employer shall allow time off work, without pay, to any person who is serving as a Union Delegate to any Conference or Function, provided all requests for time off are reasonable and do not interfere with the proper operations of the Employer. There shall be no more than one (1) employee, for such Conference or Function, off at any one (1) time.

## **ARTICLE 5: HOURS OF WORK AND SHIFTS**

### **5.01 SHIFTS:**

Day Shift: The day shift shall be described as the first (1st) shift of the day and such shift shall be scheduled to start between the hours of 4:00 a.m. and 11:59 a.m.

Afternoon Shift: The afternoon shift shall be described as the second (2nd) shift of the day and such shift shall be scheduled to start between the hours of 12:00 p.m. and 7:59 p.m.

Graveyard Shift: The graveyard shift shall be described as the third (3rd) shift of the day and such shift shall be scheduled to start between the hours of 8:00 p.m. and 3:59 a.m.

- 5.02 The day shall commence at 12:01 a.m. and end at 12:00 midnight.
- (a) For posted employees, the work week shall start on the first scheduled day of their week.
  - (b) For spare employees, the week shall start at 12:01 a.m. Monday and end at 12:00 midnight Sunday.
- 5.03 Posted employees hours of work shall be eight (8) hours work within eight (8) consecutive hours which shall be worked within five (5) consecutive days of the week, or ten (10) hours work within ten (10) consecutive hours which shall be worked in four (4) days of the week with a minimum of two (2) consecutive days off on.
- 5.04 Posted employees who report for work at the request of the Employer, shall be paid a minimum of:
- (a) When working an eight (8) hour shift:
    - (i) a minimum of four (4) hours at the regular rate of pay on straight time days..
    - (ii) a minimum of four (4) hours at the overtime rate of pay on any of their days off and/or General Holidays.
  - (b) When working a ten (10) hour shift:
    - (i) a minimum of five (5) hours at the regular rate of pay.
    - (ii) a minimum of five (5) hours at the overtime rate of pay on any of their days off and/or General Holidays.
- 5.05 The Employer shall post as many "posted shifts", subject to Article 13, as required to carry out its business. The Employer will maintain consistent start times and shifts where applicable, for all posted shifts in accordance with Article 13 and Letter of Understanding # 2.
- 5.06 The Employer shall have the right, based on customer demands and/or operational circumstances, to request a Posted employee to commence his shift up to one half (1/2) hour before or one half (1/2) hour after his "posted" start time.
- An employee shall be paid overtime in accordance with Article 6, where the Employer requests a Posted employee to work outside his "posted" start time a second time, within any two (2) week pay period.
- 5.07 Employees shall receive two (2) paid fifteen (15) minute breaks during the employee's regular shift.
- 5.08 A schedule shall be posted on the Notice Board on the Employer's premises. This schedule shall contain the name of each posted employee, his shift time and his days off each week.
- 5.09 A shift commencing on one (1) day and continuing into the next day, shall be considered as work performed on the day on which the shift commences.

5.10 An employee shall have at least eight (8) consecutive hours rest after he has completed a shift. If an employee is called into work without having had eight (8) consecutive hours rest, he shall be paid at the overtime rate of pay until he has had the said eight (8) consecutive hours' rest.

5.11 SPARE EMPLOYEE: - All employees, other than posted employees, shall be considered as spare. All spare employees will report to work at the request of the Employer and shall be paid a minimum of five (5) hours callout at straight time.

Spare employees who do not report for work at the request of the Employer without sufficient reason, may be subject to discipline up to and including termination.

When a spare employee works in excess of five (5) hours, he shall be paid hour for hour up to the regular shift of the employee he is replacing. Where a Spare employee is not replacing an employee who is absent, the Spare employee shall not work more than ten (10) hours in any day or work more than forty (40) hours in any five (5) day period without receiving overtime in accordance with Article 6.

5.12 Employees involved in an accident which requires medical attention while on the job shall receive their regular shift hours paid for the day of the accident.

## **ARTICLE 6: OVERTIME PREMIUM RATES**

### **6.01 OVERTIME**

(a) All posted employees working the eight (8) hour shift shall be paid time and one-half (1.5x) their hourly rate of pay for all hours worked in excess of eight (8) hours up to and including 11 hours. Any hours worked in excess of 11 hours shall be paid at two times (2x) their hourly rate of pay.

(b) All posted employees working the ten (10) hour shift shall be paid time and one half (1.5x) their hourly rate of pay for all hours worked in excess of ten (10) hours up to and including 11 hours. Any hours worked in excess of 11 hours shall be paid at two times (2x) their hourly rate of pay.

6.02 All employees shall be paid two (2) times their hourly rate of pay for all hours worked in excess of forty-eight (48) hours in a week.

6.03 For all hours worked on a General and/or Proclaimed holiday named in Article 8.01, an employee shall be paid one and one-half (1-1/2) times his regular rate of pay. The employee shall have the option of being paid all wages for the day or receiving another day off with his regular shift pay to be taken at a mutually agreed to time. The lieu day must be taken within six (6) months of the holiday.

6.04 All overtime shall be mutually agreed upon between the employee and the employer. All overtime shall be on a voluntary basis. Voluntary overtime shall be allocated on a seniority basis. The parties agree, however, where someone must work overtime and there are no volunteers, the work will be assigned to the least senior employee at that location who is qualified to do the work. Such employee must perform the work. The employer reserves the right to use the lowest premium available.

6.05 All overtime assignments shall first be offered to employees working at the Employer's location where the overtime occurs.



- 6.06 Subject to Article 5.06, Posted employees who are required to commence work before their posted start time shall be paid overtime in accordance with Article 6, for all time worked up to the employee's posted start time.
- 6.07 For overtime that may occur at the end of the shift, the employee driver directly affected shall be offered the first opportunity to work the overtime. If he refuses, other drivers shall be offered the overtime in accordance with seniority.
- 6.08 PREMIUM RATES: Employees shall be paid the following premiums:
- (a) For all hours worked on the second shift of the day, the employee shall receive an additional one dollar (\$1.00) per hour.
  - (b) For all hours worked on the third shift of the day, the employee shall receive an additional two dollars (\$2.00) per hour.
  - (c) Employees required to train any employee shall receive an additional one dollar (\$1.00) per hour.
  - (d) The above premiums shall be paid for all hours worked including overtime hours and the premium rate shall be included in the calculation of the overtime rates. Premiums shall also be paid for non-worked General Holidays.

**ARTICLE 7: CLASSIFICATIONS AND WAGE RATES**

7.01 Distribution Specialists shall be paid as follows:

	<u>JUNE 1, 2013</u>	<u>JUNE 1, 2014</u>	<u>June 1, 2015</u>
Start	28.00	28.50	28.75
Enter 5th Year of Service	29.00	29.50	30.00

Probationary employees shall be paid one dollar (\$1.00) per hour less.

- 7.02 In the event the Employer creates a new classification during the term of this Agreement, the job duties, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration, as described in Article 14 of this Collective Agreement.
- 7.03 Where the employee terminates his employment, the Employer shall pay to the employee all wages earned and all holiday pay earned by the employee within seven (7) calendar days of termination.
- 7.04 Where the employee is terminated by the Employer, the Employer shall pay to the employee all wages and earned holiday pay, on the day of termination. If termination occurs at times, other than office hours, the Employer shall pay the terminated employee on the next office working day.

At the time of termination, the employee shall receive his Record of Employment.

## ARTICLE 8: GENERAL HOLIDAYS

8.01 The following General Holidays shall be recognized by the Employer:

NEW YEARS DAY	LABOUR DAY
FAMILY DAY	THANKSGIVING DAY
GOOD FRIDAY	REMEMBRANCE DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY
B.C. DAY	

and all other holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

8.02 Employees who have established seniority in accordance with Article 10 and who have worked the last working shift scheduled by the Employer within fifteen (15) days previous to the General and/or Proclaimed Holiday and who work the first (1st) working day scheduled by the Employer within fifteen (15) days following the General or Proclaimed Holiday, shall receive their regular day's wages for such holiday and be entitled to take the day off.

8.03 Where a General Holiday falls on an employee's regular day off or during his annual vacation, he shall receive and choose one of the following:

- (a) His first scheduled week day/days following his days' off and/or annual vacation as additional day/days off with pay, or
- (b) Another day/days wages, or
- (c) Another day/days off with pay on a mutually agreed to day/days which may be requested and confirmed within three (3) days of such request. Any such request shall not be unreasonably denied by the Employer.

## ARTICLE 9: VACATIONS

9.01 The Employer shall give each employee an annual holiday which will be allocated on the basis of seniority and based on the following entitlement:

<u>YEARS OF RECOGNIZED SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
One (1) day for each major fraction of a month worked (maximum 10 working days)		
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 12 years	4 weeks	8%
12 years but less than 20	5 weeks	10%
20 years plus	6 weeks	12%

- (a) Upon completion of one (1) year and up to three (3) years as an employee, employees shall receive two (2) consecutive weeks' vacation for each vacation period, and receive four percent (4%) of their annual gross earnings for the service year immediately preceding the vacation period.
  - (b) Upon completion of three (3) years and up to seven (7) years as an employee, an employee shall receive three (3) weeks' vacation. He shall receive as vacation pay for each vacation period, six percent (6%) of his annual gross earnings for the service year immediately preceding the vacation period.
  - (c) Upon completion of seven (7) years as an employee and up to twelve (12) years as an employee, an employee shall receive four (4) weeks' vacation. He shall receive as vacation pay for each vacation period, eight percent (8%) of his annual gross earnings for the service year immediately preceding the vacation period.
  - (d) Upon completion of twelve (12) years as an employee and up to twenty (20) years as an employee, an employee shall receive five (5) weeks' vacation. He shall receive as vacation pay for each vacation period, ten percent (10%) of his gross earnings for the service year immediately preceding the vacation period.
  - (e) Upon completion of twenty (20) years as an employee an employee shall receive six (6) weeks' vacation. He shall receive as vacation pay for each vacation period, twelve percent (12%) of his annual gross earnings for the service year immediately preceding the vacation period.
  - (f) In the event an employee leaves the employ of the Employer after he had his vacation he earned for the previous service year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) as the case may be, of his gross earnings for the portion of the service year in which he ends his employment for which no vacation pay has been paid.
  - (g) In the event an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- 9.02 Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, the total of the employee's gross earnings for the year of service for which he is receiving his vacation and how the vacation pay was calculated; i.e. on a percentage or hourly basis. Employees shall request, in writing, the amount of holiday pay to be paid. An employee shall be paid all requested vacation pay in one (1) payment at least one (1) day before the beginning of the annual vacation.
- 9.03 The term "gross earnings" as used for the calculation of vacation pay, as described within this Collective Agreement, shall include all earnings in the entitlement years described above, including annual vacation pay which the employee received during the entitlement year.
- 9.04 The Employer shall post a vacation schedule sheet on the employee's bulletin board no later than October 1<sup>st</sup> of each year and the employees shall post their desired vacation period on the schedule no later than November 30<sup>th</sup>. On or after December 1<sup>st</sup> the

Employer shall confirm vacation periods on an individual basis, by seniority, to be completed no later than December 20<sup>th</sup>.

Failure of an employee to choose a vacation period during the interview shall result in being given the choice of openings existing after March 1st.

- 9.05 The period from June 15th inclusive to September 15th shall be considered as "Prime Vacation Time" and any vacation taken during this period shall be a maximum of three (3) weeks per employee.
- 9.06 Employees shall be allowed to take the entire vacation entitlement at one time subject to Article 9.05 and operational requirements.
- 9.07 The period of time taken by an employee for annual vacation shall be scheduled in accordance with his regularly scheduled work week.
- 9.08 Any employee wishing to change his vacation schedule may do so subject to availability and mutual agreement between the parties.
- 9.09 All annual vacations shall be taken within the twelve (12) month period commencing from January 1st of each year.

#### **ARTICLE 10: SENIORITY**

- 10.01 (a) All new employees shall serve a probationary period of forty-five (45) working days. Should an employee be laid off or unavailable during this period, his probationary period shall cease to run. A probationary employee may be dismissed at any time during this period in accordance with Article 12.
- (b) A probationary employee shall not exercise seniority rights during the "probationary period". However, upon successful completion of the probationary period, the employee's seniority shall date from the day of hire.
- (c) Within the probationary employee group, the principle of "last on first off" shall apply in the event of a reduction of the work force, qualifications considered.
- 10.02 A Seniority List shall be posted by the Employer on the notice board, quarterly, showing the seniority of each employee up to his last working day of the completed quarter. The Union shall also be supplied with a seniority list.
- 10.03 In the event of lay-offs due to the reduction of the working forces, the Employer shall lay-off the employee in that location with the least seniority, qualifications considered. That is, the employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired provided he is qualified to do the work. Lay-offs shall not be used for discipline or discharge purposes.
- 10.04 When vacancies occur, the Employer shall rehire laid off employees according to their seniority and qualifications with the Employer, beginning with the most senior qualified employee and proceeding in turn thereafter.
- 10.05 An employee who has been laid-off and fails to return to work within forty-eight (48) hours after receiving written notice at the address provided to the Employer, shall lose his seniority and shall be terminated. Written notice shall be by "registered mail". It shall

be the responsibility of the employee who is laid-off to leave a current address and telephone number with the Employer as to where he may be contacted. The Employer shall also provide a copy of such notice to the Union when the forty-eight (48) hour notification is issued.

- 10.06 An employee whose layoff exceeds six (6) months shall lose his seniority and be terminated. An employee who has been terminated in this manner shall have all monies owing paid to him and he shall be supplied with a Record of Employment (if this has not been done previously).
- 10.07 Seniority shall continue when an employee is off work due to illness or non-occupational injury for a total period that the employee is covered through group coverage of weekly indemnity, and unemployment insurance sick leave benefits, and any other wage replacement plan that may be in effect. The employee shall retain his last post position accepted by him, however he shall retain all rights to apply for any job vacancies, provided that his application for a vacancy is received within seven (7) days of his return to work.
- 10.08 Seniority shall continue when an employee is off work due to an injury received on the job. The employee shall retain his last position accepted by him, however he shall retain all rights to apply for any job vacancies, provided that his application for a vacancy is received within seven (7) days of his return to work.
- 10.09 When an employee suffers from an occupational injury and/or occupational illness, he shall resume his regular duties when he receives clearance to return to work by his doctor and the Workers' Compensation Board. Where the employee is advised by the doctor and/or Workers' Compensation Board that he should have a different type of work load, the Employer shall endeavour to facilitate this condition of employment, if the Employer has such work available. An employee who must enter into this type of work shall be subject to the pay rates and benefits associated with that work and the employee shall not suffer any loss of seniority.
- 10.10 When an employee who has been off work due to illness, non-occupational or occupational injury, and has not returned to work after either exhausting the wage replacement coverage benefit or, in the event of a compensable injury, fails to return to work after receiving clearance to return to work by the Compensation Board, then, it shall be the sole responsibility of that employee to notify the Employer of the situation preventing him from returning to work.
- 10.11 Employees returning to work after an absence and/or illness of four (4) days or longer, upon request by the Employer, provide to the Employer, a medical certificate completed by a licensed medical practitioner establishing that the employee is fit for work. Where an employee incurs an expense for said certificate the employee shall be reimbursed the full expense.
- 10.12 Should an employee be on any approved "Leave from Work" as described in the Employment Standards Act i.e.: Bereavement, Jury Duty etc. employment will be considered continuous for the purpose of calculating seniority, annual vacation, pension, medical, and other employee benefits. The employee is entitled to all increases in wages and benefits which he would have received if not on leave.

## LEAVE OF ABSENCE/BEREAVEMENT/JURY DUTY

### 10.13 LEAVE OF ABSENCE

Seniority shall continue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and may be extended by mutual agreement by the parties. A leave of absence shall be requested in writing by the employee and the leave of absence shall be granted in writing. Such leave shall not be unreasonably withheld having consideration for the Employer's operational requirements.

### 10.14 BEREAVEMENT LEAVE

When a death occurs to a member of an employee's immediate family, the employee shall be granted, upon request, a three (3) day leave of absence. An employee shall be compensated at his regular straight time hourly rate of pay for those three (3) days. Members of the employee's immediate family are defined as the employee's spouse, mother, father, mother-in-law, father-in-law, sons, daughters, brothers, sisters and grandparents. Granting of bereavement leave for relatives or dependents other than those described shall be at the discretion of the Employer. Step-mother and step-father shall be deemed as mother and father.

In addition, if the employee is notified of the death while he is working, he shall be excused from and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

### 10.15 JURY DUTY

The Employer shall grant an unpaid leave of absence to employees who are required to serve as jurors or witnesses in a court action.

## **ARTICLE 11: GENERAL**

11.01 The Employer agrees to provide an area in each location that shall have a seating area which shall be used for accomplishing paper work and this area shall have adequate washroom facilities.

11.02 The Employer shall supply uniforms and gloves to driving employees. Uniforms, which will be replaced every two (2) years, shall consist of three (3) pairs of pants, four (4) shirts and two (2) jackets (winter/summer). Driving employees will wear, launder and reasonably maintain their uniforms. Damaged uniforms shall be repaired or replaced as necessary.

11.03 Where any question arises as to special clothing for any unusual work condition, or wet gear and rubber footwear, the Employer shall make such clothing or gear available as the situation warrants.

11.04 When employees are required by the Employer to take job related courses, the Employer shall schedule these courses during working hours and shall pay the course expenses. When an employee requests to take courses to upgrade their skills and knowledge, and the Employer has approved the request, the employee shall be reimbursed these course expenses upon successful completion. (i.e. Grade of "C" or better or equivalent).

11.05 Upon completing probation, every employee shall be eligible to receive a maximum of two hundred dollars (\$200.00) per calendar year for the repair and/or purchase of work boots upon presentation of receipts to the Employer. Should the employee not use the entire entitlement in the first year, the employee may carry over any unused amount to a maximum cumulative amount of four hundred dollars (\$400.00) for any given two calendar year period.

## **ARTICLE 12: DISCIPLINE AND REPRESENTATION**

12.01 The Employer has the right to discipline and discharge for just and reasonable cause. In instances of discharge, the Business Representative must be notified and in the event of the filing of a grievance for discharge, it shall begin at Step 3 of the Grievance Procedure; other disciplinary action will be taken after discussion with the employee and other relevant individuals.

12.02 Whenever an employee is required to attend a fact finding meeting or investigation with respect to his work, his conduct, an accident or any other matter which could and/or does give rise to discipline, a Shop Steward of the employee's choice must be in attendance. It is agreed that time is of the essence.

12.03 An employee shall be given a copy of the fact finding meeting or investigation upon request.

12.04 All disciplinary action may be subject to the grievance and arbitration procedure.

## **ARTICLE 13: JOB VACANCIES, POSTINGS AND OVERTIME/GENERAL HOLIDAY POSTINGS**

13.01 A job vacancy shall be a position within the Bargaining Unit that requires an employee to work on a continuing basis.

All postings shall include the classification, the location, the shift or shifts where applicable, the start time and the days of the week.

13.02 Where a vacancy or a new posting occurs because of changed business requirements, the Employer shall "post" a "notice" indicating the location, the classification, the shift or shifts where applicable, the start time and the days of the week.

This "notice" shall be posted for seven (7) days.

Employees on annual vacation, Workers' Compensation benefits and/or sick benefits during this entire seven (7) day period shall be given an opportunity to apply for this posting upon the employee's return to work.

13.03 The Employer shall give seven (7) days' notice to cancel a posting.

13.04 Seniority shall be the governing factor in fulfilling job vacancies. Successful applicants shall be those who are qualified to perform the work to be done.

13.05 In the event of a reduction of postings, an employee shall have the right to either:

- (a) exercise his seniority within the seniority list; or
- (b) be placed on a recall list.

13.06 The Employer shall maintain two (2) seniority lists as follows:

1. Burnaby
2. Chilliwack

Employees shall not be permitted to exercise seniority rights to "bump" or transfer between locations. Without restricting the generality of the foregoing, it is understood that employees will not be able to bump into positions on other seniority lists. Employees will be given first option to transfer, by means of a job posting, from one position to another if he has the appropriate qualifications, should such vacancies occur.

An employee transferring from one list to another list shall be given an additional probationary period of thirty (30) calendar days. If, after designated training, the employee is found unacceptable for the position, or wishes to return to his last position held, then the employee shall be given the opportunity to return to his last position held without any loss of seniority.

If an employee completes a transfer from one list to another, he shall carry all Company seniority and benefits.

#### **ARTICLE 14: GRIEVANCE PROCEDURE AND ARBITRATION**

14.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:

- (a) All differences must first be raised verbally between the employee and the employee's supervisor. These individuals shall meet promptly to resolve the grievance. If the grievance cannot be resolved, the employee shall file the grievance in writing within seven (7) working days. The written grievance shall include the description of the differences and if possible the parts of the Agreement that are alleged to have been violated and the remedy sought. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.
- (b) The employee's Supervisor, the Distribution Manager, the employee and Shop Steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of its being filed, the grievance will automatically be referred to the President.
- (c) The President, or his designate in the event that he is absent, and a Representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) days of its being referred to the President, it shall automatically be referred to an Arbitration Board under Article 14.02.

14.02 Any grievance and/or dispute between the Employer and the Union and/or employees, involving the interpretation, application or any alleged violations of this Agreement, may be referred by either party to a Board of Arbitration.

14.03 Where the parties elect to proceed to Arbitration, the Arbitration Board, consisting of one (1) representative selected by the Employer, and one (1) representative selected by the



Union, shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select its representative within the time specified herein, the other party may appeal to the Labour Relations Board to make the appointment.

The two (2) Arbitrators selected shall meet, within forty-eight (48) hours after appointment, and shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, either of them may then request the Labour Relations Board to appoint a Chairman.

- 14.04 The Arbitration Board shall not have power to change, modify, extend or amend this Agreement or to award costs or damages against either party.

The Arbitration Board shall have the power to order, if it deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost. A majority decision of the board shall constitute the award. The decision of the board shall be binding on both parties.

- 14.05 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Chairman shall be shared equally between the parties.

- 14.06 By mutual agreement by both the Union and the Employer, a single arbitrator may be selected to resolve the dispute in accordance with Article 14.03.

- 14.07 The Employer and the Union may mutually agree in writing to waive any of the time limits set out in this Article.

- 14.08 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

## **ARTICLE 15: SAFETY**

- 15.01 The Employer has the responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees. Every employee has the responsibility to ensure and protect the safety of himself and others around him.

- 15.02 The Employer shall at its expense furnish protective devices, wearing apparel, supplies and any other equipment necessary to protect employees and the introduction of such devices, apparel, supplies and equipment shall be discussed with the Health and Safety Committee in advance with the objective of increased co-operation.

- 15.03 No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the right conferred upon him under the Workers' Compensation Act respecting the occupational health and safety of employees.

## **ARTICLE 16: HEALTH AND WELFARE - CURRENT**

- 16.01 The Employer shall supply the Union with a copy of the Health and Welfare Benefits package in force at the date of signing. These benefits shall form part of this Collective Agreement and shall remain in full force and effect unless varied by mutual agreement.

The Employer will provide and maintain the following coverage for its employees in accordance with the following benefits:

- (a) Medical - B.C. Medical with extended health benefits.  
January 1st 2014 - Employers contribution - 75% of premium  
January 1<sup>st</sup> 2015 – Employers contribution – 100% of premium
- (b) Long Term Disability - Employee paid
- (c) Group Life - Accidental Death Insurance - Employer paid
- (d) Dental - Employer paid

The coverage shall be as per the current Coastal Mountain Fuels group dental benefits plan.

#### **ARTICLE 17: PENSION PLAN - CURRENT**

17.01 Commencing June 1<sup>st</sup> 2013 the Employer shall make a contribution equivalent to an employee's hourly rate of pay times nine (9) once per month for each and every month thereafter on behalf of each employee within the bargaining unit, within the Agreement, to the Operating Engineers Pension Plan.

Distribution Specialists working less than 150 hours in a month, excluding time off for which the employer compensates such as vacation, shall have the pension payment adjusted pro rata.

17.02 The Employer is required to report on forms provided by the Operating Engineers' Pension Plan office.

Contributions must be forwarded by the Employer to the Operating Engineers' Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

17.03 The Pension Plan Auditor may inspect, during regular business hours, the Employer's record of time worked by the employees and contributions made to the Plan.

17.02 The Employer is required to report on forms provided by the Operating Engineers' Pension Plan office.

Contributions must be forwarded by the Employer to the Operating Engineers' Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

17.03 The Pension Plan Auditor may inspect, during regular business hours, the Employer's record of time worked by the employees and contributions made to the Plan.

#### **ARTICLE 18: SEVERANCE AND LAYOFF PAY**

18.01 (a) If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this Agreement and that employee has a minimum of two (2) years' service with the Employer, he shall be paid three (3) weeks' pay based on one hundred and twenty (120) hours at his then applicable rate of pay. Such an employee may elect to accept layoff pay under the provisions of this section before the end of his right to recall period, but in so doing shall forfeit all his seniority rights accruing to him under this Agreement, by reason of his term of service with the Employer.

- (b) In the event of amalgamation, permanent closure of a location, or a department thereof, or automation, causing an employee to lose his employment with the Employer, the Employer hereby agrees to pay severance pay to such an employee provided the employee has a minimum of two (2) years' service with the Employer. Severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:

One (1) week's pay for each year of service with the Employer to a maximum of eight (8) weeks.

In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Employer shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of subsection (a) of this section, request and receive payment of such pay.

#### **ARTICLE 19: SAVINGS CLAUSE**

- 19.01 If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 19.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the Union or Employer to attempt to arrive at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

#### **ARTICLE 20: DURATION**

- 20.01 This Agreement shall be in full force and effect from and including June 1st, 2013, to and including May 31st, 2016, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date May 31st, 2016, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 21.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall go on strike, or the Employer shall lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

21.03 By agreement of the Parties hereto, the provisions of Section 50 (2) and (3) of the Labour Relations Code of British Columbia are specifically excluded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

COASTAL MOUNTAIN FUELS

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_  
Stephen Gabrysh, Co-owner

\_\_\_\_\_  
Stewart Miller, Member Representative

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

COASTAL MOUNTAIN FUELS

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

In order to accommodate vacations, temporary employee absences or unavailability and provided the employer and employee agree in writing, then temporary movement within postings shall be permitted. This agreement shall include the temporary shift hours and work week. Upon completion of the temporary assignment the employee shall revert to his or her previously held posting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

COASTAL MOUNTAIN FUELS

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_  
Stephen Gabrysh, Co-owner

\_\_\_\_\_  
Stewart Miller, Member Representative

**LETTER OF UNDERSTANDING # 2**

BY AND BETWEEN:

COASTAL MOUNTAIN FUELS

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE; SWING SHIFT POSTINGS – Burnaby only

The Employer agrees that the following minimum number of postings must be maintained in order to implement any “swing - shift” postings;

- A minimum of three (3) “day” shifts which shall have a start time of no earlier than 5:00 a.m. (subject to Article 5.06) and
- A minimum of three (3) “afternoon” shifts.

It is agreed by the Parties that the Employer shall be allowed to post “swing – shift” postings subject to the conditions of this Letter of Understanding and Article 13.

The “swing – shift” postings shall identify the classification, the shift length, the start time of the shifts, the schedule of the “swing – shift” (two (2) weeks dayshift and two (2) weeks afternoons\*) and the days of the week.

The postings “notice” shall be posted in accordance with Article 13.02 and awarded in accordance with Article 13.04.

All other provisions of Article 13 shall apply other than as specifically referenced herein.

It is agreed that there will be no change to the swing shift unless discussed with the union and mutually agreed to by all parties involved.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

COASTAL MOUNTAIN FUELS

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_  
Stephen Gabrysh, Co-owner

\_\_\_\_\_  
Stewart Miller, Member Representative

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