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EFF.	98	06	01
TERM.	2000	05	31
No. OF EMPLOYEES	7		
NOM. RE D'EMPLOYES	A.D.		

COLLECTIVE AGREEMENT

BETWEEN

**MORROW'S MOVING AND
STORAGE (1976) LTD**

AND

**TRANSPORT, CONSTRUCTION
AND GENERAL EMPLOYEES'
ASSOCIATION, LOCAL NO. 66
affiliated with the
Christian Labour Association
of Canada**

June 1, 1998- May 31, 2000

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COLLECTIVE AGREEMENT

Between **MORROW'S MOVING AND STORAGE (1976) LTD.**
(hereinafter referred to as the "Employer")

And **TRANSPORT, CONSTRUCTION AND GENERAL
EMPLOYEES' ASSOCIATION, LOCAL NO. 66**
affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) to establish a just and prompt procedure for the disposition of grievances;
- e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.

1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.
- 2.02 This Agreement covers all employees of the Employer in the bargaining unit as established in the certificate issued by the Canada Labour Relations Board, and/or as classified in this Agreement, that is, all employees in and from British Columbia, except office staff and casual labour retained at destinations outside of the Lower Mainland.
- 2.03 Except in cases of emergency, non-working foremen, supervisors, and other non-bargaining unit (employees) personnel shall not normally perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.
- 2.04 It is agreed by the parties that there shall be no revision, amendment, or alteration of the bargaining unit as defined herein or of any of the terms and provisions of this Agreement or sub-contracting of any work normally done by an employee in the bargaining unit, save and except work performed by current owner/operators to an extent not exceeding commitments to such employees in place prior to the Union's certification. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
- 2.05 The Employer agrees that duly appointed Representatives of the Christian Labour Association of Canada are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.06 The Union acknowledges that it is the function of the Employer:
- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;

- b) to maintain order, discipline and efficiency, and to make, alter and amend rules of conduct and procedure for employees, provided that such rules are consistent with the purpose and terms of this Agreement and are administered in a fair and reasonable manner;
- c) to hire, direct, transfer, promote, layoff, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement, and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 19.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to appoint one (1) Steward. The Steward is the representative of the employees in certain matters pertaining to this Agreement.
 - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards and other Union Officers in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards or Union Officers at their regular hourly rate while attending to such matters, as well as for time spent on negotiating a Collective Agreement with the Employer, whenever this takes place during the regular working hours of the Stewards and/or Union Officers concerned.

- 3.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A CLAC Representative may attend such meetings.
- 3.05 There shall be no union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.

ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are available employees on layoff qualified to do the work.
- 5.03 New employees will be hired on a ninety (90) calendar day probationary period, and thereafter shall attain regular employment status. Their respective seniority shall be dated back to the date of the beginning of employment.
- 5.04 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.

- 5.05 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a Union Officer or a CLAC Representative in order to give such Steward or Union Officer or CLAC Representative an opportunity to describe the Union's purpose and representation policies to such new employee.

ARTICLE 6 - CHECKOFF

- 6.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.02 The Employer is authorized and shall deduct Union dues or a sum in lieu of Union dues, from each employee's pay, either monthly, bi-weekly, or weekly, as a condition of employment.
- 6.03 The total amount checked off will be mailed to the Union's provincial office each month, within two (2) weeks after the checkoff is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.
- 6.04 Employees who because of religious or conscientious objections, cannot support the CLAC may apply to the Union, in writing, to redirect their dues to a mutually agreed charitable organization. The Union will treat such requests in accordance with its policy, which shall not violate the provisions of Article 17 of the Labour Relations Code.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof. Each employee will be given a designated classification and will keep the rate of pay of that classification for all work.
- 7.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement,

and the rates for same shall be subject to negotiation between the Employer and the Union.

7.03 An employee reporting for work, not having received notice to the contrary, who is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work, he shall be entitled to a minimum of four (4) hours' pay, except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

Employees who are recalled shall be paid a minimum of two (2) hours' pay, if chargeable, otherwise a minimum of one (1) hour's pay, at the appropriate rate.

7.04 The Employer will not make changes to time cards without consultation with the employee(s) involved.

ARTICLE 8 - HOURS OF WORK. OVERTIME. AND SUNDAY LABOUR

8.01 The regular work week shall consist of five (5) eight (8) hour days.

8.02 There shall be a lunch period of at least one-half (1/2) hour per day, after the first four (4) hours of the shift.

8.03 There shall be a fifteen (15) minute rest period, with pay, during each half of the shift.

8.04 The normal forty (40) hour workweek may be averaged over a period of two (2) consecutive weeks. Drivers shall be paid at the rate of one and one-half (1½) times the regular hourly rate for all time worked in excess of an average of forty (40) hours per week and for all time worked on an employee's regular or scheduled day off. In addition, drivers who are requested to perform work beyond their regular shift will be paid at the rate of one and one-half (1½) times the applicable hourly rate for such excess work.

8.05 The average weekly hours during the two (2) week period shall not exceed forty-eight (48) hours per week.

- 8.06 Where an employee is called to report for work immediately, paid time shall begin when the employee leaves their home for the job, not when the employee actually arrives at the job.
- 8.07 The Employer, where reasonably possible, will post the next days' work prior to 4:00 p.m.
- 8.08 When a job site is closer to the employee's home than the warehouse, the Employer may request the employee to report directly to the job site. The employee's time then starts upon arrival on the site and concludes upon departure from the site.

ARTICLE 9 - VACATIONS AND VACATION PAY

- 9.01 a) Employees will receive annual vacation, with pay, upon completion of the following years of service, calculated as a percentage of their gross annual earnings:
- after one (1) year of service -- two (2) weeks' vacation, with pay at **4%**;
- after five (5) years' service -- three (3) weeks' vacation, with pay at **6%**;
- b) For the purposes of establishing eligibility for annual vacations, all employees seniority date shall be their date of hire.
- 9.02 The Employer will endeavour to grant vacations at the time requested, in the vacation season or period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.
- 9.03 Employees with more than two (2) year's seniority can take up to two (2) weeks of their vacation during the vacation season, considering business requirements, but not at month end.

ARTICLE 10 - HOLIDAYS

10.01 The Employer agrees to pay, at regular rates, for eight (8) hours each, the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Commonwealth Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial government shall be covered by the provisions of this Article.

10.02 Article 10.01 applies only to employees who have attained regular employment status and who have worked their regularly scheduled workday before and their regularly scheduled workday following the holiday, unless their absence is due to illness, authorized leave of absence, or vacation with pay. In case of an employee's illness or injury, the Employer shall **have** the right to request a certificate from a qualified medical practitioner.

10.03 Part-time employees shall receive payment for statutory holidays proportionate to their actual time worked calculated on the basis of the four (4) calendar weeks preceding the holiday.

10.04 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of one and one-half (1½) times the regular rate of pay, in addition to a holiday with pay at the regular rate, at some other time.

ARTICLE 11 - SENIORITY, LAYOFF AND PROMOTION

11.01 Seniority of employees shall be recognized within their respective job classifications. New employees shall be placed on the seniority list at the end of the 90 calendar day probationary period and their respective seniority shall be dated back to the date of the beginning of employment.

11.02 The Employer shall maintain up-to-date seniority lists. A copy of such a list shall be provided to the Union, in order for it to ascertain the seniority status of an employee within its jurisdiction.

- 11.03 Seniority rights shall cease for an employee who:
- a) voluntarily terminates **his** employment;
 - b) is discharged and such discharge be not reversed through the Grievance Procedure;
 - c) fails to report on the first day following the expiration of a leave of absence, except by mutual agreement;
 - d) is absent for more than five (**5**) consecutive working days without notification to the Employer and without reasonable explanation;
 - e) is laid off for a continuous period of more than nine (**9**) consecutive months.
- 11.04 When a shortage of work necessitates a reduction in the size of the workforce, probationary employees shall be laid off first. If further reductions are necessary, the rule shall prevail that employees shall be laid off in inverse order of their seniority, provided that those remaining are able to do the remaining available work. Employees recalled from layoff shall be recalled in order of their seniority provided they are able to do the available work.
- 11.05 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within three (3) workdays after the layoff took place.
- 11.06 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within seven (**7**) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.
- 11.07 The Employer shall post for a minimum of three (3) workdays, in a conspicuous place, notice of all vacant positions, new positions and promotions. Any employee of the Employer covered by this Agreement may apply for such vacant or new position and the Employer shall fill such a position with the applicant employee who has the greatest seniority, provided that ability to perform the work is equal.

11.08 The Employer will cooperate in the issuance of separation slips to employees whose hours are cut, at the time the reduction in hours begins, not at the time that there is no work left at all.

ARTICLE 12 - JURY DUTY

12.01 It is agreed that the Employer will compensate employees for the difference between their wages and payment received while performing Jury Duty or while serving as a subpoenaed witness in a court action or coroner's inquest.

ARTICLE 13 - INSURANCE

13.01 In order to assist in protecting seniority employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute fifty percent (50%) of the premium cost of the Medical Services Plan of British Columbia (MSP). The Employer shall contribute sixty percent (60%) of the premium cost of the Union benefit plan which provides:

- i) \$20,000 life insurance per employee;
- ii) \$20,000 A.D.&D per employee;
- iii) long term disability insurance with 66% of earnings, maximum of \$2,000.00 per month per employee, payable after 119 days until age 65;
- iv) prescription drug plan for employee and family;
- v) a basic dental plan at the latest fee schedule available;
- vi) extended health coverage for employee and family;
- vii) semi-private hospital coverage with no deductible for employee and family;
- viii) optical insurance for employee and family;

- 13.02 The employees' 50% contribution to the total cost of the health and welfare program shall be deducted from each eligible employee's pay and shall be allocated to cover 100% of the LTD. The total premiums for all insurance plans shall be remitted by the Employer.
- 13.03 The Employer agrees to continue to pay the Employer's portion for all insurance coverage for a period of three (3) months in the event of sickness or accident. In the event of work related sickness or accidents, that is those covered by WCB, the Employer's contributions shall continue for a period of twelve (12) months.
- 13.04 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- 13.05 Effective June 1, 1996 all employees, after completing six (6) months of employment shall be eligible to enrol in the Union RRSP Plan. The Employer shall match up to 1% of the employees wages and shall remit to the Union monthly.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 The Employer shall grant leaves of absence, without pay, for the following reasons for a maximum period of three (3) months:
- a) visiting out of the country;
 - b) marriage, sickness, death in the immediate family;
 - c) union activity.
- 14.02 The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.
- 14.03 In the event of death in an employee's immediate family (parents, sister, brother, children, mother-in-law, father-in-law or grandparents), the

employee shall be entitled to be absent from work two (2) days, with pay as wage-loss replacement, to make arrangement for or to attend the funeral. In the event of the death of a spouse, the employee shall be permitted to be absent from work four (4) days with pay.

ARTICLE 15 - UNIFORMS

15.01 The Employer agrees to pay one hundred percent (100%) of the cost of uniforms it requires to be worn by employees. The Employer may deduct the cost of uniforms from the last pay of employees who quit or are terminated within two (2) months of their hire.

ARTICLE 16 - LONG DISTANCE TRIPS

16.01 When an employee travels to a destination east or south of his home terminal, he will be considered to be on a "trip." Employees will receive mileage rates as stipulated in Schedule "A" plus hourly rates for loading and unloading.

16.02 In order to meet out-of-pocket meal costs on out of town trips, an allowance according to and set forth in Schedule "B", attached hereto and made part hereof, will be paid every four and one-half (4½) working hours, to a maximum as outlined in Schedule "B" per day. The Employer agrees to reimburse employees for reasonable costs of accommodation while on out of town trips.

16.03 In the event a driver is required to lay over at some point away from his home terminal, he shall be paid a full eight (8) hours at the regular hourly rate. This will constitute one (1) eight- (8) hour day in the regular span of twenty-four (24) hours. Lay-over time shall be payable from Monday to Saturday unless the Employer and the employee agree that the lay-over is mutually beneficial.

16.04 Travelling and waiting time on all ferries, less meal breaks covered by Article 16.02 above, shall be paid at the regular hourly rate of pay.

ARTICLE 17 - BREAKDOWNS AND ACCIDENTS

- 17.01 In the event of equipment failure or breakdown, employees shall be paid for all "on duty" hours, at regular rates, less two **(2)** hours, with a minimum of eight **(8)** paid hours (mileage time included). "On duty," means the employee is obliged to stay with the vehicle, arrange for repairs or is otherwise engaged in the Employer's service.
- 17.02 When an employee is involved in an accident, provided that he has started his day, he shall be paid at the regular hourly rate for the remainder of his eight- **(8)** hour day.

ARTICLE 18 - SAFETY AND HEALTH

- 18.01 The Employer and the Union agree to maintain acceptable standards of safety, health, sanitation, and working conditions in and around the Employer's premises. These standards shall be enforced in the following manner:
- a) The Employer and the Union shall each appoint a representative to a Safety Committee. An alternate may be chosen, who will serve in the absence of either of the two **(2)** regular representatives.
 - b) The Committee shall have one (1) chairman and one (1) secretary. In the event that the chairman is a representative of the Employer, the secretary shall be a representative of the Union, or vice versa.
 - c) The Safety Committee shall meet at least once every month. The chairman and/or the secretary are empowered to call extra meetings at any time. Special meetings can be called with four **(4)** hours advance notice. Meetings are to be held during regular working hours and members paid at regular hourly rates.
 - d) The general duties of the Safety Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 The parties to this Agreement recognize the Stewards, and the CLAC Representative specified in Article 3, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 19.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.
- 19.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 19.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to Arbitration under Article 20, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 19.05 Step 1 An employee having a grievance will, accompanied by a Steward, or a CLAC Representative, submit the same to his immediate supervisor in writing within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3rd) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.
- Step 2 If the grievance is not settled under Step 1, a Union Representative may, within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has

been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

ARTICLE 20 - ARBITRATION

- 20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 20.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 20.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 20.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of the service as aforesaid, the two parties shall each then nominate an Arbitrator within seven (7) days of the failure to refer the matter to an agreed upon single Arbitrator and shall notify the other party of the name of the aforesaid nominee. The two Arbitrators so appointed shall attempt to select by agreement a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 20.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 20.07 The decision of a majority is the decision of the Arbitration Board but if there is no majority the decision of the Chairman of the Arbitration Board governs.

- 20.08** Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 20.09** If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article **18.05**, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 20.10** It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article **17** and **18** where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.11** An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the single Arbitrator or Arbitration Board.
- 20.12** Where the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the single Arbitrator or the Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable.
- 20.13** Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING

- 21.01 If after an appropriate number of verbal warnings, **an** employee's attitude or performance fails to improve, the Employer shall issue **a** written warning, and a copy **of** the warning will be forwarded immediately to the regional office of the CLAC.
- 21.02 **An** employee may be suspended or discharged for proper cause by the Employer. Within five **(5)** workdays following suspension or discharge, the employee involved, together with a Union Representative may interview the Employer concerning the reason leading to the suspension or discharge. Within five **(5)** workdays following the interview, the Union may submit the complaint to arbitration.

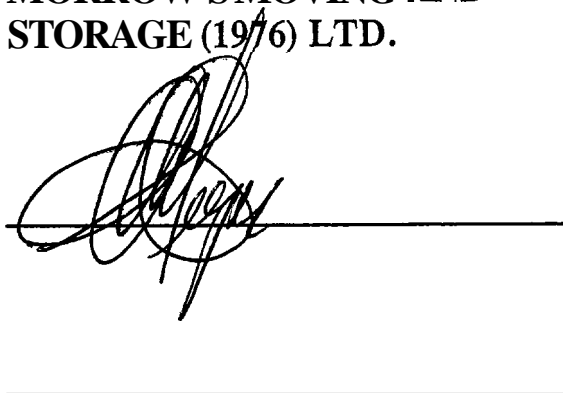
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ARTICLE 22 - DURATION

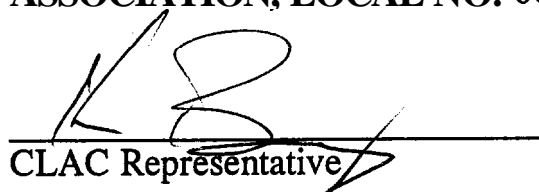
- 22.01 This Agreement shall be effective on the first (1st) day of June, nineteen hundred and ninety-eight (1998) and shall remain in effect until the thirty-first (31st) day of May, two thousand (2000), and for further periods of one (1) year, unless notice in writing is given, by either party, of the desire to cancel, change or amend any of the provisions contained herein, within four (**4**) months immediately preceding the date of expiry of the Agreement. Failure of either party to give such notice shall mean that this Agreement has been renewed for a period of one (1) year.
- 22.02 Notwithstanding Article 22.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.
- 22.03 The parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code.


DATED at Chilliwack, British Columbia, this 24th day of November, 1998.

Signed on behalf of
MORROW'S MOVING AND STORAGE (1976) LTD.



Signed on behalf of
TRANSPORT, CONSTRUCTION AND GENERAL EMPLOYEES' ASSOCIATION, LOCAL NO. 66


CLAC Representative


Member Negotiating Committee

SCHEDULE "A"

CLASSIFICATIONS AND RATES OF PAY

Classification	Hourly rate effective	
	<u>September 1/98</u>	<u>June 1/99</u>
Driver		
Class I	13.71	13.85
Straight truck	13.45	13.58
Warehouse Foreman	13.71	13.85
Packer	11.68	11.80
Helper	11.17	11.28
Casual Labourer	8.12-11.17 (based on skill and experience)	8.20-11.28

Mileage rates:

Driver		
Class 1	00.3654/ml	00.3691/ml
Straight truck	00.3451/ml	00.3486/ml

1. Employees shall be paid in accordance with their classification rate for all work.
2. Hours worked, but paid at mileage rates, will not count as hours worked for purposes of eligibility for daily overtime.

SCHEDULE "B"

ALLOWANCE FOR OUT-OF-POCKET MEAL COSTS ON OUT-OF-TOWN TRIPS

- 1) Day Trips: Out-of-town meal expenses shall not exceed \$30.00 per day.
- 2) Lay-overs: Drivers required to lay-over at some point away from their home terminal shall be reimbursed at a flat rate of \$45.00 per day (non-receiptable) to cover accommodation and meal expenses.
- 3) The Employer shall give due consideration to any receiptable expenses in excess of the stipulated amount.

LETTER OF UNDERSTANDING

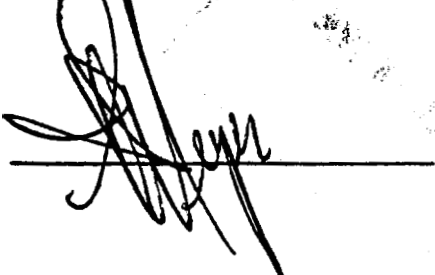
Between **BOWES PICKFORD LTD.,**
MORROW'S MOVING AND STORAGE (1976) LTD.

And **TRANSPORT, CONSTRUCTION AND GENERAL**
EMPLOYEES' ASSOCIATION, LOCAL NO. 66
affiliated with the
Christian Labour Association of **Canada**

1. This letter **is** to be read in **conjunction** with the existing Collective Agreement between the parties.
2. The parties to **this** Agreement agree to establish a single seniority list governing the employees of both Bowes Pickford Ltd. **and** Morrow's Moving **and** Storage (1976) Ltd.

DATED at Chilliwack, British Columbia, this 4th day of
June, 1996.

Signed on behalf of
MORROW'S MOVING AND
STORAGE (1976) LTD.



Signed on behalf of
TRANSPORT, CONSTRUCTION AND
GENERAL EMPLOYEES'
ASSOCIATION, LOCAL NO. 66

