

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, 2008 - May 31, 2010

10425 (07)

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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, to:
- a) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
 - d) 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 among the Union, the Employer, and the employees a relationship conducive to their mutual well being.

- 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 personnel (employees) 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 subcontracting 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 to:
- a) manage the enterprise, including the scheduling of work and the control of materials and equipment;
 - b) 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, discipline 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 – SCOPE

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 The parties agree that
- Part 3, Wages, Special Clothing, & Records;
 - Part 4, Hours of Work and Overtime;
 - Part 5, Statutory Holidays;

- Part 7, Annual Vacation; and
- Part 8, Termination of Employment

of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

- 3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.
- 3.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.
- 3.05 a) Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in cases of emergency, or for training, instructional, or evaluation purposes;
- b) the Employer agrees that work normally performed by members of the bargaining unit shall not to be contract.

ARTICLE 4 - REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 4.02 CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

- 4.03 The Union has the right to appoint or elect stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.
- 4.04 Stewards will not absent themselves from their work to deal with union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks.
- 4.05 The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the appropriate rate.
- 4.06 The Employer shall provide sufficient bulletin board facilities, at mutually agreed upon locations, for the exclusive use of the Union.
- 4.07 CLAC Representatives shall have the right to visit at the location where employees are working. Such visits shall not unduly disrupt the flow of work.
- 4.08 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative shall be entitled to attend such meetings.

ARTICLE 5 – WORK STOPPAGES

5.01 In accordance with the *B.C. Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:

- a) the Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and
- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload

ARTICLE 6 – CHECK-OFF

6.01 a) The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer shall also deduct initiation fees as authorized by an employee.

- b) The amount of union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the Constitution.

6.02 The total amount checked off will be mailed to the Union's regional office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each.

**ARTICLE 7 – EMPLOYMENT POLICY AND
UNION MEMBERSHIP**

- 7.01 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 that, in the Employer's opinion, such applicants are qualified to meet the requirements of the job.
- 7.02 The Employer has the right to hire new employees as needed, provided that no new employee will be hired while there are part-time employees or employees on layoff available who are qualified to do the work.
- 7.03 The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations. The name, social insurance number, address, phone number, date of hire and classification of each new employee shall be provided to the Union once monthly.
- 7.04 a) New employees will be hired on a 90 day probationary period and thereafter shall attain regular employment status. Their seniority shall be retroactive to their first (1st) day of work.
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer.
- 7.05 Employees on probation are covered by this Agreement, except those provisions that specifically exclude probationary employees.

- 7.06 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.
- 7.07 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. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the collective agreement, whether or not they join the Union.
- 7.08 A Steward shall be given ten (10) minutes off work to greet new employees on their first shift, and to discuss union membership with them.

ARTICLE 8 - WAGES AND RATES OF PAY

- 8.01 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.
- 8.02 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.
- 8.03 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.

- 8.04 The Employer will not make changes to timecards without consultation with the employee(s) involved.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The regular workweek shall consist of five (5) eight- (8) hour days.
- 9.02 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.
- 9.03 There shall be a fifteen-(15) minute rest period, with pay, during each half of the shift.
- 9.04 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.
- 9.05 The average weekly hours during the two (2) week period shall not exceed forty-eight (48) hours per week.
- 9.06 Where an employee is called to report for work immediately, paid time shall begin when the employee leaves home for the job, not when the employee actually arrives at the job.

- 9.07 The Employer, where reasonably possible, will post the next day's work prior to 4:00 p.m.
- 9.08 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 10 - VACATIONS AND VACATION PAY

- 10.01 a) Employees will receive annual vacations with pay upon completion of the following years of service, calculated as a percentage of their gross annual earnings:
- i) after one (1) year of service -- two (2) weeks' vacation, with pay at four percent (4%);
 - ii) after five (5) years of service -- three (3) weeks' vacation, with pay at six percent (6%);
 - iii) after ten (10) years of service -- four (4) weeks' vacation, with pay at eight percent (8%).
- (b) For the purposes of establishing eligibility for annual vacations, each employee's seniority date shall be their date of hire.
- 10.02 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 (2) or more requests for vacation at the same time, seniority shall apply.
- 10.03 Employees with more than two (2) years' seniority can take up to two (2) weeks of their vacation during the vacation season, considering business requirements, but not at month end.

ARTICLE 11 – HOLIDAYS AND HOLIDAY PAY

11.01 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.

11.02 Article 11.01 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.

11.03 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.

11.04 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 12 - SENIORITY, LAYOFF, AND PROMOTION

12.01 Seniority of employees shall be recognized within their respective job classifications, however, it is recognized that Drivers take precedence over other classifications. New employees shall be placed on the seniority list at the end of the

ninety-(90) calendar day probationary period and their respective seniority shall be dated back to the date of the beginning of employment.

- 12.02 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.
- 12.03 Seniority rights shall cease for an employee who:
- a) voluntarily terminates his employment;
 - b) is discharged and such discharge not be 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 without notification to the Employer and without reasonable explanation;
 - e) is laid off for a continuous period of more than nine (9) consecutive months.
- 12.04 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.

- 12.05 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.
- 12.06 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.
- 12.07 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.
- 12.08 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 13 - JURY DUTY

- 13.01 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 14 - INSURANCE

- 14.01 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. (See Schedule "C" for current plan information.)

- 14.02 The employees' forty percent (40%) 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 one hundred percent (100%) of the LTD. The total premiums for all insurance plans shall be remitted by the Employer.
- 14.03 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.
- 14.04 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.
- 14.05 All employees, after completing six (6) months of employment, shall be eligible to enrol in the Union Retirement Savings Plan. The Employer shall match up to one percent (1%) of the employees' wages and shall remit to the Union monthly.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 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, or death in the employee's immediate family;
- c) union activity.

15.02 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.

15.03 In the event of death in an employee's immediate family (a parent, sister, brother, child, mother-in-law, father-in-law, or grandparent), 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 16 - UNIFORMS

16.01 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 17 - LONG DISTANCE TRIPS

17.01 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.

17.02 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

(4%) working hours, to a maximum per day as outlined in Schedule "B". The Employer agrees to reimburse employees for reasonable costs of accommodation while on out of town trips.

- 17.03 In the event that a driver is required to layover 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. Layover time shall be payable from Monday to Saturday unless the Employer and the employee agree that the layover is mutually beneficial.
- 17.04 Travelling and waiting time on all ferries, minus meal breaks covered by Article 17.02 above, shall be paid at the regular hourly rate of pay.

ARTICLE 18 - BREAKDOWNS AND ACCIDENTS

- 18.01 In the event of equipment failure or breakdown, employees shall be paid for all "on duty" hours, at regular rates, minus 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.
- 18.02 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 19 - SAFETY AND HEALTH

- 19.01 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, and vice versa.
- c) The Safety Committee shall meet at least once every month. Both the chairman and 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 20 - GRIEVANCE PROCEDURE

20.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

20.02 **INFORMAL PROCEDURE** – As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

- 20.03 The parties to this Agreement recognize that CLAC Representatives and the union stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 20.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than five (5) work days 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.
- 20.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. Either party may submit a Policy Grievance directly to Arbitration under Article 20, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 20.06 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. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.
- 20.07 Step 1
A grievance shall be submitted to the Employer in writing within five (5) work days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the griever and the Union Representative

within seven (7) days of the day on which the grievance is submitted.

20.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

ARTICLE 21 – ARBITRATION

- 21.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 21.02 The party initiating 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.
- 21.03 If a notice of desire to arbitrate is served, the two parties shall 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.
- 21.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 21.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.

- 21.06 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, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 21.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 21 and 22 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 21.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, **less** any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 21.09 Where the Arbitrator 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 Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 21.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 21.11 The parties **will** equally bear the expense of the Arbitrator.
- 21.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 22 - DISCHARGE, SUSPENSION, AND WARNING

- 22.01 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.
- 22.02 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.

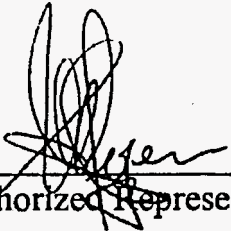
ARTICLE 23 - DURATION

- 23.01 This Agreement shall be effective on the first (1st) day of June, two thousand eight (2008) and shall remain in effect until the thirty-first (31st) day of **May**, two thousand ten (2010), 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.
- 23.02 Notwithstanding Article 23.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

23.03 The parties agree to exclude the operation of subsections (2) and (3) of section 50 of the *Labour Relations Code*.


DATED at Chilliwack, BC, this 20 day of June, 2008.

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



Authorized Representative

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



Authorized Representative

SCHEDULE "A"

CLASSIFICATIONS AND RATES OF PAY

<u>Classification</u>	<u>Hourly Rate Effective June 01/08</u>	<u>Hourly Rate Effective *June 01/09</u>
Driver:		
Class I	\$19.33	
Straight Truck	\$18.87	*C
Swamper	\$15.72	O
Packer	\$16.44	L
<u>Mileage Rates</u>		
Driver:		A
Class I	\$0.45/mile	
Straight Truck	\$0.42/mile	

1. Effective June 1, 2009, all wage rates shall increase by the April 2008 annual increase in the Consumer Price Index 12-month trailing average.
2. Employees shall be paid in accordance with their classification rate for all work.
3. 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 thirty-five dollars (\$35.00) per day. (\$10.00 – Breakfast, \$10.00 – Lunch, \$15.00 – Dinner)
2. Layovers
Drivers required to layover at some point away from their home terminal shall be reimbursed at a flat rate of fifty-five dollars (\$55.00) per day (non-receiptable) to cover accommodation and meal expenses. (\$20.00 for accommodation and \$35.00 for meals)
3. The Employer shall give due consideration to any receiptable expenses in excess **of** the stipulated amount including reasonable accommodation expenses.

SCHEDULE "C"
OUTLINE OF INSURANCE PLAN COVERAGE - SERVICE PLAN

(This schedule does not form part of the collective agreement.
It is for information only).

- \$40,000.00 life insurance;
- \$40,000.00 A. D. & D.;
- dental plan at the latest fee schedule available;
Basic services: 80% up to \$2,000 per person annually
Comprehensive: 50% up to \$2,000 per person annually
Orthodontic: 50% up to \$3,000 lifetime maximum per child
under 19
- prescription drug plan (with drug card) for employee and family at
80% up to \$2,000 per person annually (or the provincial
Pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
under 21 : \$300.00 per year
over 21 : \$300.00 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee
and family;
- long term disability insurance with sixty percent (60%) of earnings
to a maximum of \$1,500.00 per month, payable after one hundred
twenty (120) days until age 65.

Benefit Plan - Frequently Asked Questions

1. When do my benefits start?

Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.

2. What must I do to enroll?

You must make sure that your completed enrolment form is mailed to the CLAC Benefit Administration office. You should receive this form in your sign-on package.

3. When will I receive my benefit start package?

*You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date **was** April 1, you **would** expect to see your package around May 15.*

4. Why does it take this long?

This is the time required for your employer to send the information to CLAC, for the Benefit Administration Office to process this information, and for your package to be prepared and mailed.

5. What if I have claims before I receive my benefit start package?

Any claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.

6. How do I make a claim?

All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to Sun Life with a completed claim form.

7. Can my dentist send claims directly to Sun Life?

Yes. Your dentist can submit your claims electronically to Sun Life.

8. Where do I get claim forms?

- *your union steward*
- *CLAC's website, www.clac.ca*
- *the nearest CLAC office*
- *the CLAC Benefit Administration office: 1-888-600-2522*

9. Will I receive a prescription drug card?

Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card from Sun Life about a week after you receive your benefit start package.

10. What if I don't receive my prescription drug card?

You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefit Administration Office at 1-888-600-2522 to make sure you receive one.

11. How do I make a disability claim?

*You must contact the CLAC Benefit Administration Office ~~for~~ the proper claim form. This form must **be** completed by you, **your** doctor, and your employer. The ~~form~~ must be sent to the Benefit Administration Office ~~for~~ processing.*

12. Does my CLAC health plan cover my provincial health care premiums?

No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.

13. Does my plan cover me if I am travelling outside of Canada?

Yes, it covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefit Administration Office if you do not have a travel card.

14. What is the Employee Family Assistance Plan (EFAP)?

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Humanacare at 1-800-661-8193.

RSP Questions

1. Where is my RSP set up?

At Great-West Life.

2. How can I contact them?

Contact Great-West by phone at 1-800-724-3402 or via their website at www.grsaccess.com.

3. How is my account established?

Your account is opened once the CLAC Benefit Administration Office has received your personal information (name, address, and social insurance number) and your employer has submitted the first monies on your behalf.

4. When is my account registered?

Your account is registered once Great-West Life receives your completed application form (included in your new employee package). Registration of the account enables Great-West Life to issue a receipt for income tax purposes at the end of the year.