

COLLECTIVE AGREEMENT

Between

WILLIAMS MOVING AND STORAGE
(B.C.) LTD, (Cranbrook) LTD,
Williams Moving International (B.C. & Alberta)
(Hereinafter referred to as "the Company")



And

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA (CAW-CANADA) LOCAL 114
(Hereinafter referred to as "the Union")



www.caw.ca

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GENERAL SECTION

PREAMBLE

The general purpose of this Agreement is to secure for the Company and the Employees the full benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement that employees while on duty shall devote the whole of their time, attention and energies to the performance of their duties as efficiently as they can during the term of their employment; and it shall also be the duty of the Company and the employees to co-operate fully, individually and collectively for the advancement of such conditions. It is hereby mutually agreed as follows:

ARTICLE (G) 1 - UNION SECURITY

(G) 1.01 Sole Bargaining Agent

- (a) The Company recognizes the Union as the sole collective bargaining agent of:
 - (i) Employees of the Company;
 - (ii) Percentage of Revenue Contractors (PORO) and their Employees;
 - (iii) Leased Operators and their Employees;
- (b) Qualified officers and committee persons elected and/or appointed by the Union shall be recognized by the parties in discussing any and all matters affecting the relationship between members of the Union as described above and the Company.
- (c) All motor vehicles and every piece of mobile equipment used by the Company, whether owned by the Company, leased or hired or contracted by the Company, shall be operated by a member of the Union, and all storing and handling, loading of materials, categories of which are set out in this Collective Agreement, shall be carried on by members of the Union, for or on behalf of the Company, whether as an employee, PORO or Leased Operator or the employee of same, agent, independent contractor, or howsoever, and such members shall be entitled to all the terms and conditions of this Agreement.

(G) 1.02 New Employee

- (a) At the time of hire, the Company shall inform each new Company Employee of the presence of the Trade Union and that membership in the Union is a condition of employment. The Company shall introduce each new employee to the Union Steward for a fifteen (15) minute orientation and briefing about the Union and explain briefly the new employee's collective agreement which shall be supplied to them by the Company at that time. During the orientation, the Shop Steward shall fill out all applicable Union membership application and documentation and forward it to the Union Local within five (5) business days. Such orientation shall take place on the new employee's first day of work at time mutually agreeable between the Parties.

- (b) The Company will submit to the Financial Secretary of the Union, all initiation fees, Union dues and/or other assessments and charges as advised in writing by the Union by the 20th of the following month, for the period for which the deductions were made. The Company shall also submit a list of all Company Employees with their current addresses with the aforementioned dues.

(G) 1.03 New Leased Operator

- (a) At the time of engagement, the Company shall inform each new Leased Operator of the presence of the Trade Union and that membership in the Union is a condition of engagement. The Company shall provide to each new Leased Operator and his/her Employees, all Union documentation to commence their engagement/employment including a Union membership application and dues check off authorization application. The Company shall forward all such documentation to the Financial Secretary of the Union within five (5) business days of the new Leased Operator's date of engagement and the date of hire of his/her Employees.
- (b) The Company will submit to the Financial Secretary of the Union, all initiation fees, Union dues and/or other assessments and charges as advised in writing by the Union by the 20th of the following month, for the period for which the deductions were made. The Company shall also submit a list of all Leased Operators, and their Employees with their current addresses with the aforementioned dues.

(G) 1.04 New PORO

- (a) At the time of engagement, the Company shall inform each new PORO and his/her Employees of the presence of the Trade Union and that membership in the Union is a condition of engagement. The Company shall provide to each new PORO and his/her Employees, all Union documentation to commence their engagement/employment including a Union membership application and dues check off authorization application. The Company shall forward all such documentation to the Financial Secretary of the Union within five (5) business days of the new PORO and his/her Employees date of engagement the date of hire of his/her Employees.
- (b) The Company will submit to the Financial Secretary of the Union, all initiation fees, Union dues and/or other assessments and charges as advised in writing by the Union by the 20th of the following month, for the period for which the deductions were made. The Company shall also submit a list of all POROs and their Employees with their current addresses with the aforementioned dues.

(G) 1.05 Amending the Agreement

The Company and the Union agree that the terms and/or provisions of this Agreement may be revised or added to, upon mutual agreement of the parties, which shall be confirmed in writing by a signed Memorandum of Agreement.

(G) 1.06 No Other Agreement

- (a) The Company agrees not to enter into any agreement or contract, verbal or written, with Union members as set out in Article 1.01 (a), individually or

collectively, which in any way conflicts with the terms and provisions of this Agreement, Letters of Understanding or Appendices to this Agreement. Any such agreement shall be deemed null and void save and except for the provisions as set out below:

- (b) The personnel as set out in Article 1.03 of this agreement shall be bound by all of the terms and conditions as provided for in the Leased Operator Section of this Collective Agreement as set out in Article L.
- (c) The personnel as set out in Article 1.04 of this agreement shall be bound by all of the terms and conditions as provided for in the PORO Section of this Collective Agreement as set out in Article P.

(G) 1.07 Union Leaves

Employees of the Company, any PORO or his/her Employees, and any Leased Operator and his/her Employees shall upon fourteen (14) days written notice, be granted a leave of absence, without pay, to attend to Union business.

(G) 1.08 Refusal to Cross a Legal Picket Line

- (a) It shall not be a violation of this Agreement or cause for discipline or discharge if any Employee of the Company, PORO, or Leased Operator, or their respective Employees, refuses to cross a legal picket line. It is agreed in the event of a strike among the employees of any firm with which the Company does business, the Company will respect the refusal of its Employees or a Leased Operator or PORO and their respective Employees, to handle, load, move or unload any goods that have crossed a legal picket line as long as said goods have not left the picketed premises or plant prior to pickets going up.
- (b) Refusal to cross an illegal picket line will be accepted if there are reasonable concerns of safety to people or equipment.
- (c) The Union and employees who wish to avail themselves of the benefit of this section (a) or (b), shall as soon as possible in advance, make every effort to advise of the circumstances giving rise to the refusal.

(G) 1.09 Union Label

It shall not be a violation of this Agreement for any Employee of the Company, PORO, or Leased Operator to post the CAW Union label in a conspicuous place in the cab of the vehicle or equipment he/she is operating. Placement of such label shall be by mutual agreement between the parties. Employees may wear CAW pins and buttons while on duty.

(G) 1.10 Union Bulletin Board

The Company will provide a bulletin board at each depot for the posting of this Agreement and for notices the Union may wish to post. Such notices shall be posted by Shop Stewards of the Union.

(G) 1.11 Shop Stewards

The Union shall elect or appoint Shop Stewards and notify the Company in writing. The Company, after proper notification, shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity.

(G) 1.12 Access to the Company's Premises and Documents

(a) Authorized Representatives of the Union upon request shall have reasonable access to the Company's establishment during working hours, for the purpose of adjusting disputes, investigating working conditions, and ensuring that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.

Such Authorized Representatives shall report to management before proceeding.

(b) When requested by the Union in writing, the Company shall provide documentation to the Union which shows the basis for constructing specific work schedules, and assigning specific work. Such documentation shall include but not be limited to dispatch sheets and applicable payroll documents.

All reasonable efforts shall be made to provide the requested documents within three (3) working days of the request where the request is made within twenty one (21) days of the work in question.

(G) 1.13 Bargaining Committee

The Company shall pay fifty percent (50%) of lost wages for the Bargaining Committee including pre-bargaining days, for a maximum of seven (7) bargaining committee members. The Union agrees that the Bargaining Committee shall represent classifications and geographical areas.

(G) 1.14 Printing of Collective Agreement

Each employee will be provided with a pocket-sized copy of the Collective Agreement which will be printed in a union printing shop at the Company's expense to a maximum of seven hundred and fifty dollars (\$750). Sufficient copies will be printed so as to supply all current employees and anticipated employee turnover, one hundred and fifty (150) copies supplied to the Union and additional copies necessary for the ongoing Collective Agreement administration.

(G) 1.15 CLASSIFICATIONS AND JOB DESCRIPTIONS

(a) Swamper 1

Physically fit, punctual, takes direction well, learns quickly, clean and neat appearance, communicates well with other employees and customers. Must be able to work flexible hours and shifts.

It is agreed that Company will review the employee's progress and the employee will be advised in writing of his/her progress at three hundred and twenty-five (325) hours. The employee shall not be held back due to the Company's failure to complete the review process in the required time. Even if not reviewed as

required, the employee may, on request, be advanced to the rate for the Swamper 2, subject to revision in the event that the Company's review discloses that he has not qualified for progression on merit.

(b) Swamper 2

Must have achieved or demonstrated all of the Swamper 1 skills, have worked three hundred and twenty five (325) hours and passed and been approved on probation. Must be able to pad and wrap goods for shipping, be able to unpad and unwrap goods for delivery, be able to assist in required paper work, have a knowledge of procedures both at the terminal and job locations and must be able to assist and direct other employees.

It is agreed that Company will review the employee's progress and the employee will be advised in writing of his/her progress at seven hundred and fifty (750) hours. The employee shall not be held back due to the Company's failure to complete the review process in the required time. Even if not reviewed as required, the employee may, on request, be advanced to the rate for the Swamper 3, subject to revision in the event that the Company's review discloses that he has not qualified for progression on merit.

(c) Swamper 3

Must have all of the Swamper 1 and Swamper 2 abilities. Must have completed fifteen hundred (1500) hours, be available for Full Time employment, possess a valid driver's license, be able to supervise small crews on the job, be able to communicate with other staff and customers sufficiently in order to complete required procedures, be able to complete all necessary paperwork related to the job, and have basic packing and unpacking skills.

(d) Packer

Must have all the skills, abilities, and qualifications of a Swamper 3, must have packing, crating, unpacking skills.

(e) Straight Truck Driver

Must have a valid, appropriate driver's license, must have all the skills of a Packer and Swamper 3, and must be able to supervise crews both on the job and at the terminal.

(f) Straight Truck Driver with air

Must have all the skills, abilities and qualifications of a Straight Truck Driver, must possess on highway air brake endorsement

(g) Tractor Driver

Must have all the skills and qualification of a Straight Truck Driver, must possess the applicable provincial Class 1 drivers' license with air or other Provincial requirement, must be able to supervise large crews both on the job and at the terminal

ARTICLE (G) 2 - OCCUPATIONAL HEALTH AND SAFETY

This Article applies to all equipment owned and or operated or work booked by the Company, POROs, or Leased Operators where members of the Union are engaged or employed. Further, for the purposes of this Article there shall be no distinction between Employees whether they are employed by the Company, a Leased Operator or a PORO.

(G) 2.01 Company's Obligations

The Company shall continue to make reasonable provisions for the safety and health of all Employees of the Company, POROs, or Leased Operators during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company as required by the Workers' Compensation Board. The Company agrees to maintain adequate clean, sanitary washrooms and lunchrooms having hot and cold running water with accessible toilet and emergency shower facilities at its terminals.

(G) 2.02 Equipment Safety

The Company agrees to keep all equipment in the best possible mechanical condition. It is hereby mutually agreed that any driver shall be entitled to refuse to drive any equipment which a qualified mechanic considers to be in such condition as to endanger its safe operation and any such equipment shall be repaired before being put back into service. All trucks will be supplied with heaters and adequate defrosting equipment. "New" equipment with sleepers will have heated bunks.

(G) 2.03 Safety Committee

A Safety Committee shall be established in accordance with the regulations of the Workers' Compensation Board and the structure and functions of the Committee shall be as defined in the General Accident Prevention Regulations.

(G) 2.04 First Aid Supplies

The Company, POROs, or Leased Operators shall provide first aid facilities in accordance with the Workers' Compensation Act.

(G) 2.05 Pay for Day of Accident

When an employee of the Company meets with an accident, providing he/she has started his/her day, he/she shall be paid his/her full day's wages for the day of the accident.

(G) 2.06 Working Time

No driver shall be compelled to work outside of the provisions of the National Safety Code.

(G) 2.07 No Intoxication

No Employee will report for duty under the influence of alcoholic beverages or narcotic substances. Employees who are taking prescription medications shall report it to the

Company where those prescriptions may affect their ability to perform their work.

(G) 2.08 No Smoking Policy

No Employee will smoke while in the employment of the Company except in appropriate areas and during acceptable times.

(G) 2.09 Urine Test Schedule

The Company agrees that every effort will be made to ensure that drivers who are notified of the requirement to take a urine test within 24 hours will not suffer a loss of revenue/work time. If a loss is suffered due to a delay on the part of the Company, the driver shall be compensated.

ARTICLE (G) 3 - GRIEVANCE PROCEDURE

(G) 3.01 Grievance

Any difference between the parties concerning the interpretation, application, operation or alleged violation of a provision(s) of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance. Any grievance which is not presented within ten (10) calendar days following the event giving rise to the grievance shall be forfeited and waived by the aggrieved parties.

(G) 3.02 Informal Step

As an informal step, the employee(s) is encouraged to make an earnest effort to resolve the grievance directly with the Manager to whom he/she reports. At his/her option, the employee may be accompanied by a Shop Steward.

(G) 3.03 Grievance Procedure

(a) Step One

- (i) Failing satisfactory settlement at the Informal Step, the Shop Steward, on behalf of the employee(s) who has a grievance, shall file a written grievance with the branch or department Manager, or his/her designated representative.
- (ii) The written grievance shall briefly describe the nature of the incident or occurrence giving rise to the grievance, it shall clearly state the provision(s) of the Agreement that has been violated and it shall provide a statement as to the remedy or relief being sought.
- (iii) The branch or department Manager, or his/her designated representative shall render a decision on the grievance, in writing, within ten (10) calendar days after receipt of the grievance.

(b) Step Two

- (i) Failing satisfactory settlement at Step One, the Union may, within ten (10)

calendar days of the decision at Step One, submit the grievance, in writing, to the General Manager, or his/her designated representative.

- (ii) If either party requests, a meeting to seek a resolution of the grievance shall be convened within ten (10) calendar days of the submission of the grievance at Step Two. In such case, a Union Representative will meet with the General Manager or his/her designated representative in an attempt to resolve the grievance. The General Manager, or his/her designated representative shall render a decision on the grievance within ten (10) calendar days after receipt of the grievance, or, where a meeting is held, within ten (10) calendar days after the grievance meeting.

(c) Step Three

Failing satisfactory settlement at Step Two, whichever party filed the grievance may refer the grievance to Arbitration in accordance with Article 4 – Arbitration, within thirty (30) calendar days of the decision at Step Two.

(G) 3.04 Union, Company or Discharge Grievances

Union, Company or discharge grievances may be initiated at Step Two of the Grievance Procedure.

(G) 3.05 Time Limits

A grievance shall commence and proceed through the steps of the grievance procedure within the time limits provided; otherwise it shall be deemed to be abandoned. The time limits may be extended by the mutual consent of the parties.

(G) 3.06 Grievance Meetings

Any meetings necessary to comply with the formal grievance provisions of this Article will be held at a time mutually agreeable to the Company and the Union. It is understood that attendance at such meetings by employees will not result either in loss of pay or increased pay to the employees concerned.

Shop Stewards shall be permitted to take up grievances during working hours without loss of pay or to attend Company meetings to discuss any mutual problems providing the meeting has been agreed to by the Company. Where a Shop Steward attends a grievance meeting scheduled during their working hours, the attendance shall be considered as a time worked and applicable to pay as set out in Article (E) 7. Where a Shop Steward attends a grievance meeting scheduled during their non-working hours, the attendance shall be considered as a minimum call out as per Article (E) 2.02 (d) and shall be paid accordingly, only if required by management.

A Unit Chairperson, in addition to attending meetings and taking up grievances as a Shop Steward at his/her Branch, shall be permitted to investigate grievances and talk to Shop Stewards at other Branches via telephone or email during working hours.

ARTICLE (G) 4 - ARBITRATION

(G) 4.01 Reference

Failing satisfactory settlement of a grievance at Step Two of the Grievance Procedure, the party who filed the grievance may request that the matter be referred to a single Arbitrator.

(G) 4.02 Single Arbitrator

If the question remains unresolved, the matter shall be arbitrated by an Arbitrator selected from the list below, by mutual agreement of the parties, who agrees to hear the issue within thirty (30) days. Should the Parties fail to reach agreement on an arbitrator, the necessary appointment shall be made by the Minister of Labour upon the request of either party.

Don Munroe
David McPhillips

James Dorsey
John Steeves

(G) 4.03 No Power to Modify

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

(G) 4.04 Decision Final and Binding

The decision of the Arbitrator shall be final and binding on the Company, the Union and any employee(s) affected by it.

(G) 4.05 Cost Sharing

Each Party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.

ARTICLE (G) 5 - COMMISSIONS

(G) 5.01 Commissions

- (a) The Company will pay five percent (5%) of net transportation revenue on all long distance jobs turned in by Employees.
- (b) For the purpose of this Article an Employee shall be deemed to be anyone employed by the Company, a PORO, or a Leased Operator.

ARTICLE (G) 6 - MANAGEMENT RIGHTS

(G) 6.01 Management Rights

Subject to the terms of this Agreement, the Union recognizes that it is the function of the Company:

- (a) to maintain order, discipline for just and reasonable cause;

- (b) to hire, discipline and or discharge for just and reasonable cause, classify, suspend for proper cause, direct or transfer employees from one classification to another for reason provided that this will not contravene any other Article or Section of this Agreement and subject to the provisions of this Collective Agreement.
- (c) to make or alter from time to time rules and regulations to be complied with by its employees. All matters concerning the operation of the Company's business shall be reserved to the Management, provided that such matters are dealt with in a manner that is consistent with the terms, conditions and the provisions of this Collective Agreement.
- (d) Employees who have reached the age of sixty (60) shall be required to take a physical examination yearly or at the discretion of the Company. Cost of such examination to be borne by the Company.
- (e) Employees who have reached the age of 65 normally shall retire by the end of the month in which they turned 65. Benefits for employees who continue after age 65 are subject to any limitations of contracts of insurance with carriers.

(G) 6.02 Company Reservations

The Company reserves the right to temporarily use employees outside of their classification for work they are qualified to do, provided that the employees are paid at their regular rate of pay when working in a lower paying classification and paid the higher rate of pay when working in the higher paying classification.

ARTICLE (G) 7 - DURATION OF THE COLLECTIVE AGREEMENT

(G) 7.01 Duration

This Agreement shall be effective from and after the 1st day of April 2014 to the 31st day of March 2018. Thereafter, the Agreement shall be in effect from year to year unless written notice of contrary intention, together with full particulars of all proposed amendments or changes, is given by either party to the other party. The notice and particulars required hereunder shall be delivered to the other party within four (4) months prior to the expiration of this Agreement. Within fifteen (15) days after receipt of such notice the parties hereto shall begin negotiations unless extension of time is mutually agreed upon.

(G) 7.02 No Strike or Lockout

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 give notice of strike and such strike has been implemented, or the Company shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

ARTICLE (G) 8 - TRANSFER OF COMPANY TITLE OR INTEREST

(G) 8.01 Transfer of Company Title or Interest

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignments, receivership, or bankruptcy proceedings, such operation shall continue to be subject to the terms of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract.
- (b) The Company shall not require, as a condition of continued employment, that an employee purchase a truck or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.
- (c) Except in cases of emergency, the hiring of outside equipment shall not be done in such a manner as to interfere with or discriminate against the seniority status of the Company's employees.

ARTICLE (G) 9 - BRANCH CLOSURE OR PARTIAL CLOSURE

(G) 9.01 Branch Closure or Partial Closure

If the Company makes a decision to close a branch, and this involves termination of an employee(s), full and proper settlement will be made with individuals as per Article (E) 8.06.

ARTICLE (G) 10 - EMPLOYMENT EQUITY

(G) 10.01 Employment Equity

The Company and the Union recognize fully the importance of operating in an equitable, diverse and fair work environment. The goal of the Company and the Union is to ensure that our personnel practices and procedures are administered without discrimination as per the Canadian Human Rights Act and to also encourage the employment of women, persons with disabilities, aboriginal peoples and visible minorities.

ARTICLE (G) 11 - WORK DEFINITIONS AND ASSIGNMENT

(G) 11.01 Work Definitions

- (a) Daily Assigned Work

Daily assigned work is defined as work that is not posted and is available on a daily basis from various customers and bookings, and has no specific long term commitment attached to it and includes but is not limited to:

- Non-Designated work

- Local moves, household and general goods
- International and Overseas goods

(b) Designated Hourly Work

Designated Hourly work is specific, identifiable, ongoing work for the Company or a specific customer which has been posted and awarded pursuant to this Collective Agreement and includes but is not limited to;

- as set out in Article (E) 5.01 to 5.03
- Warehouse Person, Yard Forklift Operator

(c) Designated PORO Work

Designated PORO Work is specific identifiable, ongoing work for the Company or a customer which has been posted and awarded pursuant to this Collective Agreement and includes but is not limited to;

- Commercial Lease Operator

(d) Line Haul Work

Line Haul work is work that is paid on a mileage basis pursuant to this Collective Agreement and which has been posted and awarded pursuant to this Collective Agreement and includes but it not limited to;

- Contract Line Haul work

(e) Lease Operator Line Haul Work

(i) Lease Operator Line Haul work is work that originates in any community in North America but terminates on delivery to a Company depot or directly to a customer or agent in a community anywhere in North America

(ii) Lease Operators may only do work that originates and or terminates in BC and or Alberta within 85 miles of a depot when all qualified Hourly paid employees and POROs have been offered or assigned work pursuant to this Collective Agreement. In considering the Coquitlam depot (the area for the Coquitlam depot shall extend from Whistler to the Watcom Road exit in Abbotsford) this shall not include Vancouver Island. The distance shall be extended to 150 miles in relation to Prince George depot provided the shipment is routed through Prince George.

(iii) Work as described in (G) 11.01 (a), (b), (c), shall not be assigned to Lease Operators under any circumstances when there are Hourly Paid Employees or POROs not working who have the seniority, skills, qualifications and available to do that work.

(f) Lease Operator Commercial High Value Goods Work

Lease Operator Commercial High Value Goods work shall be defined as work that is performed by the Lease Operator and his or her crew that requires special

training or skills and is assigned pursuant to the terms of this Collective Agreement. Examples of this type of work shall be defined as but not limited to;

- Cash Machine Installation (Nadiscorp)
- Large Office Moves requiring crews larger than 12 or with more than 3 pieces of Tractor Equipment.

ARTICLE (G) 12 - PAID EDUCATION LEAVE

(G) 12.01 Paid Education Leave

The Company agrees to pay into the CAW Leadership Training Fund two cents (\$.02) (effective August 14, 2008) per hour per Part Time and Full Time employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

CAW Leadership Training Fund
205 Placer Court
North York, Ontario, M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for up to twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

ARTICLE (G) 13 - HEALTH, SAFETY AND ENVIRONMENT

(G) 13.01 Company Duties

The Company shall take all reasonable and necessary precautions to ensure every worker a safe and healthy workplace and to protect the environment in the workplace. The Company shall comply in a timely manner with the Canada Labour Code Part II Occupational Health and Safety, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice, and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Committee which shall be known throughout the following Articles as "the Committee".

(G) 13.02 Employee Duties

While at work, every employee shall:

- (a) use any safety materials, equipment, devices and clothing that are intended for the employee's protection and furnished to the employee by the Company or that are prescribed;
- (b) follow prescribed procedures with respect to the health and safety of employees;
- (c) take all reasonable and necessary precautions to ensure the health and safety of the employee, the other employees and any person likely to be affected by the employee's acts or omissions;
- (d) comply with all policies, procedures and instructions from the Company concerning the health and safety of employees and the general public.

- (e) cooperate with any person carrying out a duty imposed under this Part;
- (f) cooperate with the policy and work place committees or the health and safety representative;
- (g) report to the Company anything or circumstance in a work place that is likely to be hazardous to the health or safety of the employee, or that of the other employees or other persons granted access to the work place by the Company;
- (h) report in the prescribed manner every accident or other occurrence arising in the course of or in connection with the employee's work that has caused injury to the employee or to any other person;
- (i) comply with every oral or written direction of a Federal health and safety officer or an appeals officer concerning the health and safety of employees; and
- (j) report to the Company any situation that the employee believes to be a contravention of this Part by the Company, another employee or any other person.

Failure to comply with the above may result in disciplinary action being taken by the Company against the employee.

(G) 13.03 Duties of Percentage of Revenue Contractors, Leased Operators and Their Respective Employees

- (a) Contractors and their employees are subject to Company policy, procedure and instruction in regard to matters of Health & Safety.
- (b) Contractors and their employees are subject to the same Federal Health & Safety Code regulations, (Canada Labour Code Part II) as the Company.

Failure to comply with the above may result in disciplinary action being taken by the Company against the contractor.

(G) 13.04 Joint Health, Safety and Environment Committee

- (a) The Company and the Union agree to maintain the established Joint Health, Safety and Environment Committee in accordance with the Canada Labour Code Part II Occupational Health and Safety, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice, and guidelines. The Union representation on this Committee in each branch shall be established under section 135 of the Code. At least one (1) member must be selected by the Union. At no time shall the number of Company members allowed to outnumber the amount of Union members.
- (b) Upon ratification of the 2008 C/A, the Company will establish a Policy Committee with a minimum of four (4) members selected by the Union
- (c) As prescribed by the Code, worksites / Branches with fewer than 20 employees, Health & Safety Representation or Committee will be made up of one representative from Management and one appointee of the Union.

- (d) As prescribed by the Code, worksites / Branches with 20 employees or more, Health & Safety Representation will be by committee as set out below:
- Two co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a union member chosen by the Union members of the Committee. The other co-chairperson shall be a company member.
 - During all absences of the Union co-chairperson the Company shall recognize an alternate co-chairperson designated by the Union.
- (e) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance, by all Parties, with appropriate laws, regulations, codes of practice, and guidelines. All Parties shall comply with the recommendations or respond with solution(s) that are acceptable to the co-chairpersons of the Committee.
- (f) Without limiting the generality of the foregoing, the Committee shall:
- (i) Determine that specific workplace inspections have been carried out at least nine (9) times per year so that every part of the workplace is inspected at least once per year. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
 - (ii) Ensure that accident and incident investigations have been made.
 - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
 - (iv) The co-chairperson or their alternates shall participate in and keep a record of all types of inspections and work refusals.
 - (v) Solicit and consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
 - (vi) Hold regular meetings at least nine (9) times per year or more frequently if mutually agreed upon by the Union and the Company co-chairpersons for the review of:
 - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention

- remedial action taken or required by the reports of investigations or inspections
 - any other matters pertinent to health, safety, and the environment.
- (vii) Have access to and promptly receive copies of all reports, records, and documents in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters.
- (g) Time spent by members of the Committee in the course of their duties shall be considered as time worked or shall be paid in accordance with the terms as set out in Article (E) 7 or shall be considered as a minimum call out of three (3) hours. This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

(G) 13.05 Work Place Hazards

- (a) The Company agrees that all members of the Committee shall have the right to investigate safety hazards at the workplace at any time. Safety hazards include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.
- (b) If a Committee member determines that a safety hazard exists the Committee member may direct the Company to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.
- (c) In the event of a disagreement between the co-chairpersons of the Committee that an unsafe condition exists, it is agreed that the Committee will seek the professional opinion of a third party to either determine that no safety hazard exists or offer a solution to resolve the safety hazard.
- (d) If the Company receives a direction under (c), the Company shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

(G) 13.06 Right to Refusal of Unsafe or Unhealthy Work

- (a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment.
- (b) If a worker exercises his or her right to refuse he or she shall notify the supervisor and a Union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.
- (c) At every stage the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.

- (d) The Union co-chairperson or alternate shall fully participate in the investigation at every stage. Both Parties agree to follow the steps under the Code from a work refusal based on unsafe, unhealthy work. (subject to a resolution under item c under Work Place Hazards above).
- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Canada Labour Code Part II Occupational Health and Safety, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- (f) No employee, with just cause, shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (g) For the employee who refuses work, with just cause, under (G) 13.06 and all employees affected by the refusal, and any direction under (G) 13.05 there shall be no loss of pay, seniority or benefits during the period of refusal.
- (h) If a work is deemed safe by a Federal Health and Safety Officer, the member may appeal the decision to an Appeals Officer within ten (10) days. If the Appeals Officer deems no danger, the member maybe subject to progressive discipline after all appeals or grievance procedures have been exhausted.

(G) 13.07 Education and Training

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and/or instruction.
- (b) As Federal Regulations prescribe the Company will ensure that members of Policy and work place Health & Safety committees and Health & Safety representatives receive the prescribed training in Health and Safety and are informed of their responsibilities under this part. Every Union member of the Joint Health, Safety and Environment Committee will attend the CAW Health and Safety Course (one week) and the CAW Environment Course (one week). These courses will be taught at the CAW Family Education Centre in Port Elgin. (see PEL, (G) 12.01)

(G) 13.08 Accident and Incident Investigations

- (a) Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.
- (b) The Union designate and the Company designate of the Committee shall investigate the accident or incident, or where a police investigation takes place, the information regarding the accident or incident.

(G) 13.09 Disclosure of Information

The Company shall provide the Joint Health, Safety and Environment Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazard, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

(G) 13.10 Right to Accompany Inspectors

The Joint Health, Safety and Environment Committee shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector.

(G) 13.11 Access to the Workplace

The National or Local Union staff Representative or their designates, with prior approval by management, shall be provided access to the workplace to attend meetings of the Joint or Union Committees or for inspecting, investigating or monitoring the workplace.

(G) 13.12 National Day of Mourning

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

(G) 13.13 Ergonomics (see LOU #2)

(G) 13.14 Duty to Accommodate (see LOU #3)

The Company has and will continue to recognize its obligations under the Federal Human Rights legislation as it pertains to its duty to accommodate disabled workers.

(G) 13.15 Ill or Injured Employees

Any employee suffering any injury or employment-induced illness while on duty must report immediately to the Supervisor stating the illness or injury and if the employee wishes to go to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept. No person shall refuse the right of any employee to seek medical attention from a doctor in case of such illness or injury.

(G) 13.16 First Aid Kits

The Company agrees to maintain and supply approved regulated approved First Aid Kits in the workplace. Every Hourly Driver and PORO will be issued a kit that will be exchanged/replenished on quarterly bases by the Health and Safety Manager or designate.

ARTICLE (G) 14 - HUMAN RIGHTS AND HARASSMENT

(G) 14.01 Harassment Defined

The Company and the CAW are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Human Rights Code. Harassment also means any demeaning and abusive behaviour of which an employee feels is offensive. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility, vehicles, and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.
- Unwanted physical conduct such as touching, patting, pinching etc.
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

(G) 14.02 Filing a Complaint

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/Committee person.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Company official.

The Joint Human Rights Committee shall be comprised of two (2) persons selected by the Company and two (2) persons selected by the Union. Each side shall select one (1) female. The Committee shall meet as required.

(G) 14.03 Investigation

Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Company and the Union.

A formal investigation of the complaint will then begin by the Company and the Union, or their designates, interviewing the alleged harasser, witnesses and other persons names in the complaint. Any related documents may also be reviewed.

(G) 14.04 Resolution

The Company and the Union, or their designates, will then complete a report on the findings of the investigation. The Company and the Union or their designates will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The Parties complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

(G) 14.05 Training

In consultation with the National Union, three (3) day anti-harassment training will be developed for all Joint Human Rights Committee members who have not yet been trained.

Joint Human Rights Committee members will attend the three (3) day harassment training developed by the National Union. The Union representatives and members of management will attend the three (3) day harassment training developed by the National Union. The training will be scheduled as needed but not more than once per year. The Company agrees to cover the lost time for the Union representatives to attend the course for one and one half (1 ½) days.

ARTICLE (G) 15 – DISCIPLINE

(G) 15.01 Discipline Imposed

Any discipline imposed must be imposed within ten (10) days of the Company becoming aware of the behaviour. Discipline imposed after ten (10) days is considered null and void.

(G) 15.02 Signing Only Acknowledges Receipt

The signing of a document by an employee concerning discipline only acknowledges receipt of the copy of the discipline.

(G) 15.03 Shop Steward to be Present for Discipline

A Shop Steward shall be present at any time an employee is receiving any discipline provided a Shop Steward is reasonably available. In the event an employee is subject to a suspension or termination a Shop Steward shall be present.

EMPLOYEE SECTION

ARTICLE (E) 1 - EMPLOYEE DEFINITIONS

This employee section of the Collective Agreement is applied to hourly employees who work directly for the Company.

(E) 1.01 Definitions

(a) Full Time Employee:

A Full Time Employee is an employee who has worked for the Company for a minimum of fifteen hundred (1500) hours worked in a twenty-four (24) month period. For the purposes of this definition, any leave of absence as described in this agreement shall be counted as time worked.

(b) Part Time Employee:

A Part Time Employee is an employee who has worked for the Company for a minimum of seven hundred and fifty (750) hours worked in a twelve (12) month period. For the purposes of this definition, a leave of absence as described in this agreement for jury, bereavement or union business shall be counted as time worked.

(c) Casual Employee:

A Casual Employee is an employee who has not worked for the Company for a minimum of four hundred and eighty (480) hours in any twelve (12) current consecutive month period. For the purposes of this definition, a leave of absence as described in this agreement for jury, bereavement or union business shall be counted as time worked.

(d) Probationary Employee:

Newly hired employees shall be considered probationary employees for four hundred and eighty (480) hours worked in any period of nine (9) consecutive months.

ARTICLE (E) 2 - SHIFTS AND SCHEDULING

(E) 2.01 Work Week and Work Day

(a) A regular work week shall be defined as forty (40) hours with two (2) consecutive days off as the assigned rest days.

(b) A regular work day shall be defined as eight (8) consecutive hours excluding the lunch break between the hours of 5:00 AM and 4:00 PM. Shifts starting after 4 PM, the senior employee will have the right to refuse and work will be assigned by reverse seniority. If there is a start time change, the Company shall provide as much advance notice as possible.

(c) In the assignment of days off, as long as skill, qualifications and ability are sufficient to meet work requirements, seniority shall be used to determine days

off and Senior Employees shall choose their days off when alternate work weeks are implemented and staggered days off are scheduled by the Company.

(E) 2.02 Changes to the Schedule and Minimum Call Out

- (a) The changes to the individual employee's work week will be posted no later than 5:00 p.m. on the Thursday of the week preceding the change.
- (b) Any employee who is scheduled the day before and, starts work before 7:00 a.m. in any day shall be guaranteed not less than eight (8) hours straight time wages. An employee who starts work after 4:00 p.m. shall be guaranteed not less than eight (8) hours straight time wages.
- (c) Any employee scheduled to work shall receive a minimum of six (6) hours pay unless notified of work cancellation by 6:30 pm the evening before. Notification may be in person, by telephone, voice mail or by email
- (d) Any employee who is not scheduled and is called out to work shall be paid not less than six (6) hours wages.
- (e) Under extraordinary circumstances only, the Company may change or cancel work outside of the provisions as set out in (E) 2.02 (c) and (d) above and shall not be liable for that employee's wages except for a two (2) hour call out premium with no work being performed. Extraordinary circumstances as contemplated in this Article are incidents such as sudden extreme weather conditions, or, sudden road closures, sudden absence of a key employee or an accident.

(E) 2.03 Posting of Notice for a Shift

- (a) Employees shall be notified before quitting time the day previous to their being required for duty. Unless otherwise agreed quitting time is 5 pm.
- (b) All work assignments shall be posted by dispatch by 3 pm the day prior for all employees and POROs to review. It is the responsibility of each employee to check for the next day start time. After 3 pm, any changes or amendments shall be passed on to the affected employees by dispatch. It shall be the responsibility of the dispatch to contact affected employees.

(E) 2.04 Eight Hour Day

- (a) All employees will work an eight (8) hour day at straight time rates with time and one half to be paid for all hours over eight (8) hours in each day up to ten (10) hours.
- (b) All work performed after ten (10) hours in any day shall be paid at double time.
- (c) FERRY TIME (Driver vs. Swamper)

Driver time spent on a ferry shall not attract overtime. Travel time to the ferry and terminal wait time shall attract overtime.

Swamper time spent on a ferry shall not attract overtime. Travel time to the ferry and terminal wait time shall not attract overtime.

ARTICLE (E) 3 - BREAK, MEAL AND ACCOMMODATION

(E) 3.01 Lunch Periods

- (a) The employees shall, except by mutual agreement between the parties, take at least one continuous unpaid period for meals of not less than thirty (30) minutes or more than one hour in any one day.
- (b) No employee shall be compelled to take any part of such continuous hour before he/she has been on duty three (3) hours or after he/she has been on duty six (6) hours. Wherever possible and desired by the employee, lunch shall be one-half (½) hour.
- (c) In the case of employees being away from home terminal overnight, accommodations (receipts required) and all reasonable expenses will be paid. Meals to a maximum of \$45.00 per day, as set out in Article (E) 3.01 (f), will be paid cash prior to the employee leaving home terminal.
- (d) After leaving their home terminal on an overnight trip, the employee will be entitled to his/her first meal five (5) hours after leaving his/her home terminal and at five (5) hour intervals thereafter.
- (e) Where the employee is away from the home terminal in excess of eleven (11) hours, the employees shall be entitled to reimbursement of a supper allowance as set out in Article (E) 3.01 (f) iii paid cash on next scheduled shift.
- (f) Meal allowance will be broken down as follows:
 - (i) \$10.00 for breakfast,
 - (ii) \$15.00 for lunch,
 - (iii) \$20.00 for supper.

(E) 3.02 Fifteen Minute Breaks

The employees will be given a paid fifteen (15) minute break both in the morning and afternoon. The break must include all traveling time. The actual time is to be marked on the time sheet.

Employees who work beyond eight (8) hours in any day are entitled to an additional fifteen (15) minute break and another fifteen (15) minute break should he/she work past eleven (11) hours in any day.

(E) 3.03 Trip Definition

Work that originates or terminates fifty (50) miles (see (E) 16.01 (c) note: 2) from the employee's home terminal shall be defined as a trip. For drivers, while travelling, mileage rates will apply.

- Hourly rates for drivers shall apply to time at job sites.
- Swampers who accompany drivers on trips shall be paid their hourly rate of pay in addition to their expenses. Travel time paid to Swampers shall not attract overtime premiums pursuant to this Article.

Expenses, meals, accommodations shall be as per (E) 3.01 c, d and f.

(E) 3.04 Layover Time

In the event a driver is required to layover at some point away from his/her home terminal, he/she shall be paid as follows: a full eight (8) hours of pay at the regular rate of pay. This will constitute one eight (8) hour day in the regular span of twenty-four (24) hours.

(E) 3.05 Freight Mileage Trips

On freight mileage trips over one hundred fifty (150) road miles from the employee's home terminal the mileage wage shall include checking equipment, making reports, driving, waiting for or making repairs to Company equipment, providing said repairs are not the result of known but un-repaired defects that existed before the trip began, waiting for "meets", delays not the fault of the Company or its customers, or purposely incurred by the Company or its customers other than reasonable meet time, chaining up and any other time spent incidental to operating. In the event of a prolonged delay, the Company shall pay for lodgings incurred. On all mileage trips the mileage wage shall include checking the equipment and making reports.

Lodging:

Where the equipment provided is equipped with properly equipped and functioning sleeper berths, no hotel costs shall apply provided except where that the Employee was unaware at the beginning of the day when he/she started the work that he/she would be required to be out of town longer than sixteen (16) hours. In these cases, the Company shall reimburse the Employee for all hotel costs.

ARTICLE (E) 4 - ASSIGNMENT OF DAILY WORK

(E) 4.01 Assignment of Daily Work by Seniority

- (a) For the purposes of Articles (E) 4.01 and (E) 4.02, the term Employee shall be deemed to include a PORO.
- (b) The parties agree that all daily work assignments shall comply with the principle that employees dispatched to work on any job to be performed for the Company, have the skill, ability and are qualified to perform the work associated with the job to which they have been dispatched.
- (c) Employees shall be scheduled to work in order of their seniority so that the most senior employees are scheduled to work first, subject to the provisions as set out in (b) above.
- (d) The Company shall make reasonable efforts to assign senior employees and POROs to better paying or longer lasting jobs or work, whether hourly or mileage based. In the event of overtime work after completion of initial daily assignment and return to the depot, such overtime work assignment is voluntary as per (E) 7.01.

(E) 4.02 Continuity of Crews

- (a) It is recognized that in order to maintain the continuity of crews, there may be occasions where an assignment of work may not be made by the strictest application of Article (E) 4.01 (c) above.
- (b) While endeavouring to maximize the hours assigned to senior employees, consistent with Article (E) 4.01 (c) above and, minimizing overtime, dispatchers shall consider the duration of the job to which they are assigning employees. In general terms, senior employees shall be assigned longer work assignments.
- (c) There may be occasions where, due to unforeseen circumstances, and, in order to maintain the continuity of a crew without deliberately incurring overtime, the dispatcher's assignment may result in less senior employees working, where more senior available employees are not working. Every effort shall be made to keep the occurrences of this situation to a minimum.
- (d) Where a more senior employee is assigned to work for fewer hours in a week than a junior employee, that senior employee may raise the matter with the dispatcher/management within two (2) working days of the end of the week, and attempt to resolve the matter. Failing a resolution, then, within two (2) working days of the response of management, the employee or the Union may submit the matter in writing as set out in Article G 5 of the Collective Agreement.

(E) 4.03 Assignment to Work for a PORO

When employees are not assigned to work for the Company, employees may work for POROs by seniority. Employees will be required to fill out their Status Sheets indicating whether or not they are prepared to work for a PORO and shall indicate all of the conditions they are prepared to work for and be assigned to.

When assigned to work for a PORO, no employee shall be paid less than Swamper 3 as set out in the agreement except where that employee is receiving a lower rate of pay while working directly for the Company.

However, where that additional work is paid at a higher rate than the Swamper 3 rate of pay, and, that employee is performing duties other than that of a Swamper, i.e. driving or packing, that employee shall be paid the appropriate rate as set out in the Collective Agreement.

(E) 4.04 Assignment to Work for a Lease Operator

As set out in Article (L) 1.07

ARTICLE (E) 5 - JOB POSTINGS AND THE FILLING OF VACANCIES

(E) 5.01 Vacancy Defined

- (a) A vacancy shall be defined as any position that requires the continuous presence of an employee or employees to carry out that work on a consistent and regular basis that becomes available either by reason of an increase in the amount of work, or a need to replace an employee, or a significant change in a position as

set out in Article (G) 11.01.

- (b) Where a PORO position requires some specific skill or commitment it may be posted as a vacancy in a designated PORO position and shall be open to a PORO as set out in Article (G) 11.01.

(E) 5.02 Posting Defined (Designated Work)

Where a vacancy exists or occurs, the Company shall post such vacancy as follows as set out in Article (G) 11.01:

- (a) The Posting will be put up on a Notice Board for five (5) consecutive working days and a copy of the Posting will be provided to the Shop Steward.
- (b) The Posting will outline the duties that are to be performed for which the vacancy is being posted.
- (c) The Posting will outline any qualifications that are required in order to perform the duties as outlined in (b) above.
- (d) Where applicable, the Posting will outline any locations, work days start times or finish times that are specific to the vacancy that is being filled.

(E) 5.03 Filling the Vacancy

In the filling of a vacancy as set out above, the Company shall apply the principle of seniority providing the employee has the skill, ability and all of the qualifications to perform the work as outlined in the posting as set out in (E) 5.02 above.

(E) 5.04 Notice of Change or Cancellation

Where a posted position as defined in Article (E) 5.01 is cancelled or significantly changed and reposted, the incumbent shall receive 5 days' notice of such change or cancellation.

ARTICLE (E) 6 - TRANSFERS

(E) 6.01 Employee Transfer

- (a) Should an employee request a transfer to one branch from another, such employee shall retain his seniority for the purposes of all benefits as provided for in this agreement but shall be placed at the bottom of the seniority list at that new depot.
- (b) Should the Company request an employee to transfer to one branch from another, such employee shall retain his seniority for the purposes of all benefits as provided for in this agreement and shall be placed at the proper slot on the seniority list at that new depot using his/her date of hire.

ARTICLE (E) 7 - OVERTIME

(E) 7.01 Assignment of Daily Overtime

Daily overtime shall be assigned wherever possible in a voluntary manner. Where the crew, in consultation with Dispatch/Management, deems it appropriate in order to finish a job, daily overtime shall be offered in seniority to employees on a crew, except that after that offering based on seniority, the junior qualified employee(s) shall be required to perform the work. An exception would be where the nature of the work, or where the customer requires a specific employee, to perform the work.

(E) 7.02 Assignment of Day-Off Overtime

- (a) Except as provided in (b) below, all work performed on an assigned rest day, shall be paid for at one and one half (1 ½) the rate of regular rate of pay.
- (b) Employees who do not have more than thirty-two (32) hours of work in that week may volunteer for work on assigned rest days at straight time to complete their forty (40) hours. After completing their forty (40) hours, the rates as set out in (a) above shall apply.
- (c) A sign up sheet will be posted where an employee may indicate his/her willingness to work on an assigned day of rest.
- (d) Every effort will be made to ensure that overtime on a day of rest is voluntary. Assignments of overtime on a day of rest will consider the maintenance of crew continuity, postings, seniority, qualifications, skill and ability. In practice, this means that every effort will be made to offer overtime by seniority and assign by reverse seniority. This restriction shall not apply in the periods June 25 to July 5, July 25 to August 5 and August 25 to September 5.

(E) 7.03 Failure to Report

In the event an employee fails to report to work for three (3) consecutive working days without notifying the Company, the employee will be considered to be absent without leave unless it is circumstances beyond the employee's control. The Company will send a registered letter to the employee absent without leave. Failure of the employee to respond within seventy-two (72) hours will result in the loss of seniority and termination.

(E) 7.04 Employee Responsibility

It shall be the responsibility of the employee to notify the Company in writing of his/her current address and telephone number. Any employee who is on lay off must keep the Company advised of his whereabouts in order that he may be readily located.

ARTICLE (E) 8 - SENIORITY CALCULATED AND APPLIED

(E) 8.01 Seniority Defined

- (a) Employees referred to in this Article shall be deemed to mean employees of the Company and POROs. Seniority shall be established and maintained from the date an employee is hired or in the case of a PORO, the date he/she is engaged. Where a PORO converts from employee status to that of a PORO, the PORO's seniority shall be calculated from the date the PORO was originally hired as an employee.
- (b) Employees who convert from employee status to that of a Lease Operator, shall be removed from the Company seniority list effective the date they convert. Should that person choose to revert back to employee status at some time in the future, he/she may do so, and the hire date shall be amended to reflect the prior service for the Company effective to the date the leave of absence took place to become a Lease Operator.

(E) 8.02 Branch Seniority Lists

- (a) A seniority list shall be posted each year on the following dates and be subject to challenge by the Union and its members, the Company and POROs:

April 1st July 1st October 1st January 1st

A copy of the seniority list shall be provided to the Shop Steward at each Branch and a copy of all the seniority lists shall be sent to the Local 114 office.

- (b) Any questions of seniority shall be dealt with through the grievance procedure.
- (c) The seniority lists shall be posted as follows:
 - (i) There shall be a seniority list posted for the Company employees, and (PORO's) shall appear on this list pursuant to their seniority.
 - (ii) The seniority list shall include the employee's date of hire, classification, drivers licence status, and the date of engagement of the PORO
 - (iii) Employees qualifying for the guaranteed wage shall be designated on the branch seniority list with the abbreviation "40hr/wk/G. Pay".
- (d) An employee who has been terminated for just and reasonable cause and, is not reinstated to employment pursuant to the terms and conditions of this Collective Agreement, or an employee who has been in a position outside the bargaining unit for more than twelve (12) months, or, an employee who voluntarily terminates his/her employment, shall have his seniority terminated.
- (e) (i) An employee who appears on the Company employee seniority list and chooses to become a PORO, shall be able to return to his/her former position on the Company seniority list with his/her accumulated seniority intact established from the date on which he/she started with the Company.

- (ii) An employee, who appears on the Company employee seniority list and chooses to work for a PORO as an Assistant, may accept that position with the PORO and still be entitled to return within one year to his/her former position on the Company seniority list with his/her accumulated seniority intact. After one year he/she will then be removed from the Company seniority list.
- (iii) Should that same employee choose at some point in the future to move back to the Company seniority list after one year as the Assistant for a PORO, he/she may do so at his/her discretion, but, shall return to the Company seniority list, and the hire date shall be amended as follows: time served with the PORO shall be added to the original date of hire to create a new date of hire that will be dovetailed into the seniority list.
- (iv) For any Assistant that asserts his/her rights pursuant to (E) (ii), or (iii) above, the term seniority is in respect of where that person's name appears on the Company seniority list and has no application in the determination of that person's status with respect to Wages, Benefits or Probation.
- (v) While an Assistant is employed pursuant to his/her agreement with the PORO, that Assistant shall not exercise any seniority on the Company seniority list and shall only be eligible to work after all other qualified Company hourly employees have been offered work.

(E) 8.03 Seniority on Leaves of Absence

- (a) All employees desiring leave of absence for reasons other than those as set out in (E) 8.02, injury or sickness must obtain permission, in writing, from the Company, PORO or Lease Operator in order to maintain their seniority rights and any employee not complying with this Article shall forfeit his/her seniority rights. In the event of a leave of absence of more than thirty (30) days, Union permission, in writing, must also be obtained. Such leaves shall not be unreasonably denied (see (E) 8.04 (f) for management related leave of absences).
- (b) Subject to the provisions as set out in Article (E) 8.03 (a) any employee who is absent from work for more than one day without receiving permission from the Company, PORO, or Lease Operator shall be considered absent without a leave of absence as set out above and may be subject to discipline.

(E) 8.04 Seniority on Lay off and Seniority Terminated

- (a) When it becomes necessary to reduce the working force, and when the force is again increased, the principle of Article (E) 4.01 and (E) 4.02 shall apply.
- (b)
 - (i) An employee in a posted position as defined in Article (E) 5.01 shall not be subject to being bumped until a more senior employee has been laid off for twenty (20) working days or twenty (20) out of thirty (30) consecutive working days.
 - (ii) On the 21st day the most senior employee on layoff with the necessary skills, qualifications and ability shall be entitled to bump into the posted

position. Each employee who has bumped into a posted position shall remain in that position as the incumbent subject to being bumped after a further twenty (20) working days or twenty (20) of thirty (30) consecutive working days or subject to being replaced by the previous incumbent through the operation of Article E 4 and E 8.

- (iii) On any occasion where a posted employee is bumped, either party may request a meeting with the other to discuss the shortage of work and the likelihood of further layoffs and the possibility of other methods of dealing with the shortage of work.
- (c) Any employee who has been laid off for a period in excess of nine (9) months will be removed from the seniority list.
- (d) An employee who has been terminated for just and reasonable cause and, is not reinstated to employment pursuant to the terms and conditions of this Collective Agreement, or, an employee who voluntarily terminates his/her employment, shall have his seniority terminated.
- (e)
 - (i) Should an employee suffer a driver's license suspension, he/she shall be eligible to perform available work in other classifications provided that he/she has the ability and qualifications to perform such work, and, shall be able to claim such work at the rate for the classification, understanding that he will be placed at the bottom of the seniority list for work in those classifications.
 - (ii) Upon the conclusion of the suspension, that employee shall then be placed back to his original position on the seniority list and shall be assigned work accordingly.
- (f) Should an employee take a leave from the bargaining unit, as set out in E 8.03 (a), for a period of twelve (12) months and perform work for management excluded by the certification, and, wish to return to the bargaining unit within that twelve (12) month period, that employee may do so and he shall retain his seniority and shall repay all back Union Dues. In the event the employee does not return to the bargaining unit, his/her seniority shall be lost.

(E) 8.05 Seniority of Driver's License Suspension (Hourly/PORO)

Should an employee suffer a driver's license suspension, he/she shall be eligible to perform available work in other classifications provided that he/she has the ability and qualifications to perform such work, and, shall be able to claim such work at the rate for the classification, understanding that he will be placed at the bottom of the seniority list for work in those classifications.

(E) 8.06 Severance Pay

In the event an employee is laid off and seniority has been terminated, the employee shall be entitled to one (1) week's pay for each year of service as severance pay at the employee's regular rate of pay. An employee shall have the right to this severance pay prior to the termination of their seniority provided the employee relinquishes their seniority.

ARTICLE (E) 9 - STATUTORY HOLIDAYS

(E) 9.01 Payment for Statutory Holidays

An employee who works on a statutory holiday will be paid one and one half (1½) times his/her regular rate of pay up to eight (8) hours and double his/her regular pay thereafter. The above rate of pay shall be in addition to his/her normal pay for a statutory holiday. The employee then has the right to take a day off at a mutually agreeable time without pay. This day is to be scheduled before the statutory holiday takes place.

Line Haul drivers, when on overnight trips away from their home terminal, who work or drive on a statutory holiday or assigned rest days, will be paid at their regular rate of pay for hours or miles in addition to their statutory holiday pay where applicable. The employee may choose to be paid out two and one half (2½) times when working stat holidays.

(E) 9.02 Stats not Worked

(a) Statutory holidays not worked by regular Full Time employees shall be paid at the rate of a normal day's pay. In order to be eligible for statutory holiday pay the employee must have worked fifteen (15) days in the thirty (30) days before the statutory holiday and must have worked either his/her regularly scheduled shift before or after the statutory holiday unless absent due to a leave, vacation, illness or injury or properly excused on that regularly scheduled day.

(b) Part Time employees shall be paid on the following pro-rata basis:

The number of hours paid on a Statutory Holiday as set out above shall be paid by taking the total number of hours worked in the previous four (4) weeks divided by the number of days worked in the previous four (4) weeks. The number of hours worked, using the averaging formula herein shall be the number of hours paid.

In order to be eligible for Statutory Holiday as set out above, employees must have been on the payroll for at least thirty (30) calendar days.

(E) 9.03 Stats on Saturdays and Sundays

If a recognized holiday occurs on the employee's regular scheduled day off, the employee shall receive a day off with pay at a mutually agreed upon time or a days pay, whichever the employee chooses. If no mutually agreed upon date, the scheduled day off will be taken adjacent to the holiday.

If the Company requires a certain number of employees to take the holiday on the day prior to the stat holiday and others on the day after a stat holiday the employees are entitled to elect in order of seniority and classification which day they wish, provided that it is consistent with the efficient operation of the Company. In the application of this Article the Company shall give as much notice as possible.

(E) 9.04 Statutory Holidays Defined

Statutory Holidays shall be defined as:

Christmas Day	Canada Day
Boxing Day	BC Day (BC Only)
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Civic Day (Alberta Only)	Family Day

and any other day formally designated or declared as a general or public holiday by the federal or applicable provincial government.

ARTICLE (E) 10 - ANNUAL VACATION

(E) 10.01 Calculating Annual Vacation (Hourly Employees)

- (a) The following provision will govern the annual holidays:
- (i) Upon completion of one (1) years service, employees shall receive two (2) consecutive weeks vacation with eighty (80) hours pay or four (4%) percent of annual gross earnings, whichever is greater.
 - (ii) Upon completion of three (3) years continuous service, employees shall receive three (3) consecutive weeks vacation with one hundred and twenty (120) hours pay or six (6%) percent of annual gross earnings, whichever is greater.
 - (iii) Upon completion of eight (8) years continuous service, employees shall receive four (4) consecutive weeks vacation with one hundred and sixty (160) hours pay or eight (8%) percent of annual gross earnings, whichever is greater.
 - (iv) Upon completion of fifteen (15) years continuous service, employees shall receive five (5) consecutive weeks vacation with two hundred (200) hours pay or ten (10%) percent of annual gross earnings, whichever is greater.
 - (v) Upon completion of twenty one (21) years continuous service, employees shall receive six (6) consecutive weeks vacation with two hundred and forty (240) hours pay or twelve (12%) percent of annual gross earnings, whichever is greater.

Effective June 5, 2014

Amend Article (E) 10.01 (a) to reflect that those currently enjoying vacation in excess of five (5) weeks and vacation pay in excess of ten percent (10%) will continue to enjoy that vacation and pay but the entitlements will not increase during the term of the CBA (June 1, 2014 to March 31, 2017). For those enjoying less than five (5) weeks and ten percent (10%) vacation time and pay, the entitlements will be capped at five (5) weeks and ten percent (10%) as per (E) 10.01 (a) (iv).

Effective April 1, 2017 the working of the 2011 to 2014 CBA will apply.

- (b) In order to be entitled to the “greater” amount of pay as provided for in (E) 10.01 (a) ‘i’ through ‘v’ above, an employee must have worked directly for, and been paid directly by the Company, for fifteen hundred (1500) hours in the year in which the vacation is earned.
- (c) An employee is required to take his/her entitled vacation time during his/her vacation entitlement period. If not chosen within nine (9) months after the anniversary date, the Company will assign vacation at its discretion. Any questions regarding vacation pay must be dealt with within one (1) year of the anniversary date.

(E) 10.02 Vacation Pay

Vacation pay will be paid by separate cheque if the employee requests.

ARTICLE (E) 11 - BENEFIT PACKAGE

(E) 11.01 Benefits Provided

(a) Group Life Insurance

Group life insurance coverage in the amount of \$25,000.00 and medical insurance shall continue to be available to all Union members,

(b) Short Term Disability

(i) Sickness and accident insurance to provide weekly indemnity benefit of one hundred percent (100%) of weekly earnings up to a maximum of five hundred dollars (\$500) per week less statutory deductions commencing on the first day of accident, or fourth day of sickness and continuing thereafter for a period of seventeen (17) weeks.

(ii) The cost of the premiums is borne by the Company on April 1, 2017.

Effective June 5, 2014 to March 31, 2014, the co-share payment is outlined below in Article (E) 11.06.

(c) Long Term Disability

(i) Commencing with the eighteenth (18th) week and providing coverage to age sixty-five (65), there will be a benefit amounting to sixty percent (60%) of annual earnings to a maximum of two thousand dollars (\$2,000.00) per month as defined in the Insurance Carrier Contract.

(ii) A medical certificate is required to claim benefits under the Long Term Disability.

(d) Dental Coverage

(i) Dental Plan shall provide one hundred percent (100%) coverage of the Basic Benefits.

(ii) Fifty percent (50%) coverage of Major Restorative services to cover such things as crowns, bridges and dentures (plates) subject to a maximum of two thousand dollars (\$200.00) per individual covered per year.

(iii) Orthodontic services will be included in the Dental Plan with a maximum lifetime limitation of two thousand dollars (\$2,000.00) per individual.

(e) Extended Health

(i) Eye Glasses will be supplied to the Union members only with a maximum allowance of three hundred dollars (\$300.00). This maximum allowance would be applied once only in a twenty-four (24) month period. Effective the start of the third (3rd) year of the agreement (April 1, 2016), the maximum allowance will be amended to three hundred and fifty (\$350)

per twenty-four (24) month period.

- (ii) Extended Health Care coverage will be provided. This requires one hundred percent (100%) participation of the Union membership. The plan design includes a fifty dollar (\$50.00) flat annual deductible with a per prescription charge of \$5.00 and eighty percent (80%) payment on eligible charges, lifetime maximum fifty thousand dollars (\$50,000.00)

(f) Group Pension Plan

There shall be a group Pension Plan subject to the following:

- (i) The Company's contribution rate for the Pension Plan shall be as per specified below to a maximum of two thousand and eighty (2,080) hours per year, which will be matched by the Employee accordingly.
- (ii) Participation in the Plan is optional and copies of the Plan shall be provided annually along with the Fund's performance documents and information.
- (iii) Employees may choose an hourly contribution rate of less than the amount specified below and the Company will match that lesser contribution rate up to two thousand and eighty (2,080) hours. An employee shall not change the contribution rate more often than once every six (6) months.

Pension: 2011 - 2014 C/A

April 1, 2012	\$1.45 per hour
April 1, 2013	\$1.50 per hour

Pension: 2014 – 2017

<u>Effective</u>	<u>June 5, 2014</u>	<u>3.0%</u>
	<u>May 1, 2015</u>	<u>3.0%</u>
	<u>May 1, 2016</u>	<u>4.0%</u>
	<u>April 1, 2017</u>	<u>\$1.50 per hour</u>

Effective April 1, 2017 the wording of the 2011 to 2014 CBA, with necessary changes, will apply. (percentage will change back to \$1.50 per hour)

(g) Medical Services Plan

The cost of the premium for the Medical Services Plan shall be borne by the Company on April 1, 2017.

Effective June 5, 2014 to March 31, 2017, the co-share payment is outlined below in Article (E) 11.06.

(h) Doctors Note

If the Company/Carrier requires a doctor's note, the cost will be borne by the Company.

(i) Medical Examinations

The Company propose that starting in the first (1st) year of the CBA (effective June 5, 2014) the Company will cover up to fifty dollars (\$50) per year for the cost of a mandatory medical examination required by the provincial motor vehicle legislation.

(E) 11.02 Eligibility for Benefits (Full Time/ Part Time)

- (a) An employee shall become eligible for benefit coverage pursuant to the following:
- (i) All Full Time employees as described in Article (E) 1.01 (a) of this Collective Agreement (first of the month after meeting eligibility), as described in the benefit booklet. All Part Time employees are eligible for benefits as described in the modified benefit booklet.
 - (ii) Any employees in receipt of benefits at the time of the signing of this Collective Agreement,
 - (ii) Others who, by mutual agreement by the Parties become eligible.
 - (iii) Insured benefits shall be extended to employees up to age seventy (70). Benefits for employees who continue after age sixty five (65) are subject to any limitations of the contracts of insurance with carriers.

Basic Medical Coverage

- (b) The Company shall pay an employee's basic Provincial Medical Insurance premiums for his/her family for employees who do not qualify for the benefit plan as set out herein, but have worked for the Company for at least one (1) year and accrued a minimum of one thousand (1000) hours.

(E) 11.03 Cessation of Benefits

- (a) An employee shall cease to be eligible to benefit coverage under Article (E) 11.01 paragraphs (b) and (c) when he/she:
- (i) Is laid off and is in receipt of an ROE,
 - (ii) Is laid off for sixty (60) days but is not in receipt of an ROE,
 - (iii) By mutual agreement by the parties becomes ineligible.
- (b) An employee shall cease to be eligible to benefit coverage under Article (E) 11.01 paragraphs (a), (d), (e) and (h), when he/she is laid off for four (4) consecutive months.

(E) 11.04 Hours Counted Toward Benefits

All hours worked for the Company, PORO's, or Lease Operators, shall be counted as though they were worked for the purposes of receiving or being removed from the forgoing benefit plan except (E) 11.01 (f).

Mutual agreement between PORO and Swamper, in the event of no agreement, Swamper will be paid via payroll.

Only hours worked directly for the Company shall be counted in the application of (E) 11.01 (f) (Group Pension Plan).

(E) 11.05 Change of Carrier

In the event there is a change of Carrier, the employee shall only be charged for one fifty dollar (\$50) annual deductible.

(E) 11.06 Premium Cost

One hundred (100%) percent paid by Company starting April 1, 2017.

Effective June 5, 2014 to March 31, 2017 the cost of the above premiums set out in (a), (b), (c), (d), (e) and (g) above shall be shared between the Company and the employees on the bases of:

<u>June 5, 2014</u>	<u>Company 65%</u>	<u>Employee 35%</u>
<u>April 1, 2016</u>	<u>Company 70%</u>	<u>Employee 30%</u>
<u>April 1, 2017</u>	<u>Company 100%</u>	

The terms of the coverage shall be as provided in the contract of insurance with the Carrier.

ARTICLE (E) 12 - LEAVES

(E) 12.01 Amount of Bereavement Leave

(a) Full Time employees shall be granted three (3) days bereavement leave of absence with pay for the loss of an immediate family member: spouse (including common-law spouse), parents or step-parents of employee and spouse, children, sister or brother, sister-in-law, brother-in-law, parents-in-law, grandparents and grandchildren.

(b) Part Time employees shall be paid on the following pro-rata basis:

The number of hours paid bereavement leave as set out above shall be calculated by taking the total number of hours worked in the previous four (4) weeks divided by the number of days worked in the previous four (4) weeks. The number of hours worked, using the averaging formula herein shall be the number of hours paid.

(E) 12.02 Compassionate Leave

Requests for leaves of absence for compassionate reasons will not be unreasonably denied. An example would be those qualifying for E.I. Compassionate Leave (Article (E) 8.03 (a) shall apply).

(E) 12.03 Pregnancy, Parental and Adoption Leaves

- (a) A paid leave of absence will be granted to the partner (that includes same sex) for one (1) day upon the birth of a child or to attend the homecoming of the child.
- (b) Maternity/Parental leave will be granted in accordance with the Federal government legislation.

ARTICLE (E) 13 - UNIFORMS AND FOOTWEAR

(E) 13.01 Clothing and Footwear Allowance for Full Time Employees

The Company will provide a clothing and footwear allowance of four hundred (\$400) dollars, including taxes, per year to all Full Time Employees. Only one hundred (\$100) dollars is applicable for approved footwear upon proof of purchase.

(E) 13.02 Part Time Employees

Part Time employees shall be provided with a two hundred dollar (\$200) clothing allowance.

Probationary employees will be provided three (3) T-Shirts upon commitment of employment and thirty dollars (\$30) clothing allowance applicable to Company approved shorts/pants upon proof of purchase.

(E) 13.03 Wearing Uniforms

Employees provided with uniforms as outlined above shall wear the uniforms when required by the Company.

(E) 13.04 Maintenance and Care of Clothing

Employees will be responsible for maintenance and care of the clothing provided by the Company and will wear the clothing only while on duty and traveling to/from work. The Company will provide the allowances as per 13.01 and 13.02 on the first pay period of the New Year.

(E) 13.05 Damaged or Worn Items

Coveralls will be provided upon return of damaged or worn items and will remain the property of the Company.

ARTICLE (E) 14 - JURY DUTY

(E) 14.01 Compensation for Jury Duty

- (a) Full Time employees who are called for jury duty shall be compensated for a maximum of one day's pay for each day spent in Jury Duty. In the event an employee is subpoenaed regarding Company matters, the employee will be compensated at his/her regular rate of pay, unless compensated for an equal

amount from any other source.

- (b) Part time employees shall be paid on the following pro-rata basis:

The number of hours paid on Jury Duty as set out above shall be calculated by taking the total number of hours worked in the previous four (4) weeks divided by the number of days worked in the previous four (4) weeks. The number of hours worked, using the averaging formula herein shall be the number of hours paid.

- (c) The employee shall sign over any payments or fees earned to the Company, less meal and or incidental payments.

ARTICLE (E) 15 - TOOLS REQUIRED

(E) 15.01 Tools Required

Each driver will be responsible to own and have at least a hammer, complete multiple-screwdriver set, pliers and an adjustable wrench available for every job where they may be required.

ARTICLE (E) 16 - WAGES AND CLASSIFICATIONS

(E) 16.01 Wages

Effective June 5, 2014 to March 31, 2016

	B.C. Job Rate	B.C. Incumbent	Alberta Job Rate	Alberta Incumbent
Swamper 1	\$13.51		\$13.51	
Swamper 2	\$15.50		\$15.50	
Swamper 3	\$18.55		\$18.55	
Swamper		\$20.99		\$18.55
Warehouse Foreman (Coquitlam, Cranbrook and Calgary)	\$24.76		\$24.76	
Tractor Trailer Drivers Class 1 with Air	\$24.76	\$24.76	\$24.76	\$24.76
Straight Truck Drivers Class 5 with Air	\$21.12	\$23.16	\$21.12	\$23.16
Straight Truck Drivers Class 5 no Air	\$19.71	\$23.16	\$19.71	\$23.16
Packers	\$21.12	\$23.16	\$21.12	\$23.16

Mileage Rates (Per Mile)	
Household	\$.50152
Sleeper Team (2-Person Operation)	\$.28186
Sears	\$.45875
Sears Sleeper Team (2-Person Operation)	\$.50466
Trains (Additional)	\$.02

Effective April 1, 2017:

1. Tractor Trailer Drivers Class 1 BC and Alberta will receive a wage adjustment to \$26.00 per hour
2. Increase the hourly rates by 3%

(E) 16.01 Wages

Effective April 1, 2017

	<u>B.C. Job Rate</u>	<u>B.C. Incumbent</u>	<u>Alberta Job Rate</u>	<u>Alberta Incumbent</u>
<u>Swamper 1</u>	<u>\$13.92</u>		<u>\$13.92</u>	
<u>Swamper 2</u>	<u>\$15.97</u>		<u>\$15.97</u>	
<u>Swamper 3</u>	<u>\$19.11</u>		<u>\$19.11</u>	
<u>Swamper</u>		<u>\$21.62</u>		<u>\$19.11</u>
<u>Warehouse Foreman (Coquitlam, Cranbrook and Calgary)</u>	<u>\$25.50</u>		<u>\$25.50</u>	
<u>Tractor Trailer Drivers Class 1 with Air</u>	<u>\$26.78</u>	<u>\$26.78</u>	<u>\$26.78</u>	<u>\$26.78</u>
<u>Straight Truck Drivers Class 5 with Air</u>	<u>\$21.75</u>	<u>\$23.85</u>	<u>\$21.75</u>	<u>\$23.85</u>
<u>Straight Truck Drivers Class 5 no Air</u>	<u>\$19.71</u>	<u>\$23.16</u>	<u>\$19.71</u>	<u>\$23.16</u>
<u>Packers</u>	<u>\$21.75</u>	<u>\$23.85</u>	<u>\$21.75</u>	<u>\$23.85</u>

<u>Mileage Rates (Per Mile)</u>	
Household	\$.50152
Sleeper Team (2-Person Operation)	\$.28186
Sears	\$.45875
Sears Sleeper Team (2-Person Operation)	\$.50466
Trains (Additional)	\$.02

NOTE 1: When an individual is asked to be in charge of a six (6) or more person crew, he/she will receive an additional \$1.50 per hour.

NOTE 2: The mileage rate shall be paid on any work where such work originates or terminates fifty (50) miles or more from the employee's home terminal.

NOTE 3: Drivers paid mileage (minimum 75% of annual earnings) shall receive an annual bonus for every mile travelled in year (set out below) in which that driver drives without a preventable accident and/or related property damage.

\$0.03/\$1800 max
Effective April 1, 2017 the max will be removed.

NOTE 4: The Company agrees that Driver/Swamper/Packer Incumbents, as of date of ratification May 6, 2005, will be paid the yearly general wage increase.

Incumbent rates of pay only apply to an employee with a hire date prior to May 6, 2005

(E) 16.02 Training and Development

- (a) Swamper/Driver shall be eligible to train in any classification as set out in Article 16.01 of the Collective Agreement. When a Swamper/Driver trains and becomes qualified in that higher paying classification, that Swamper/Driver shall then be paid at the appropriate rate as set out in the Collective Agreement for all hours of work in that classification.
- (b) The Company will pay for all training and upgrading.
- (c) Upon successful completion of the required courses, the employee shall not be required to pay back any of the funds advanced to him/her for such training. Should the employee leave the Company within two (2) years of completing the course, he/she shall be required to pay back all funds owing at the time of termination; such funds shall be deducted from the employee's final cheque. Such deduction shall be on a pro-rated basis of one twenty-fourth (1/24th) of the costs for each month subsequent to the completion of the course. The employee shall sign an authorization for the deduction from wages.

(E) 16.03 Paid For Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for in this Agreement shall be the rates of pay. The time shall be computed from the time that the employee is ordered to report for work, or register in, until he/she is effectively released from duty.

(E) 16.04 Swampers Trip Pay

All Swampers who accompany long distance drivers on trips shall be paid their hourly rate of pay in addition to their expenses. Travel time paid shall not attract overtime premiums pursuant to this Article.

(E) 16.05 Pay for a Change in Classification

When an employee is required to perform work coming under more than one classification and for four (4) hours or longer in any day works in a higher rated classification the higher rated classification shall prevail for the entire day.

(E) 16.06 Guaranteed Wage for Hourly Paid Employees

- (a) The Company shall guarantee sixty (60%) percent of its full-time employees as described in Article (E) 1.01 (a) at each branch that employs five (5) hourly paid employees or more, shall be paid not less than forty (40) hours wages per work

week.

- (b) Employees are deemed to be eligible for this protection when they are available for work and, not on leave, vacation, layoff, illness or injury.
- (c) For the purposes of this Article, an employee shall be considered on layoff if he/she has received seven (7) days written notice of layoff. That layoff will be deemed rescinded upon the employee's next report to work.

ARTICLE (E) 17 - PAY PERIODS AND PAYROLL

(E) 17.01 Definitions and Pay Stubs

- (a) All employees covered by this Agreement shall be paid not less frequently than on every other Friday, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. The pay period shall commence each Sunday at 12:01 a.m. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the total hours worked, the total overtime worked, either, time and one half (½) or double (2) time, the rate of wages applicable and all deductions made from the gross amount of wages.

Payroll cheques: Employees will be handled through a direct bank account deposit.

- (b) For the purposes of tracking, pay stubs will show a daily breakdown of hours.

(E) 17.02 Separation of Employment

Upon discharge, the Company shall pay as soon as possible all money due to the employee. Upon quitting, the Company shall pay all money due to the employee on or before the pay day in the week following such quitting.

ARTICLE (E) 18 - GENERAL PROVISIONS

(E) 18.01 Notice to the Company

The employee is required to notify the Company at least one hour prior to the start of his/her work day if he/she is unable to work the assigned shift. However, where an employee is aware that he/she will not be available for work in advance of the day in question (i.e.: a Doctor's appointment) that employee shall inform the Company as soon as it is known that he/she will not be available for work that day.

(E) 18.02 Location Dispatching

Where the employees and the Company are in mutual agreement, dispatch may on occasion direct employees to report to the job site within city limits.

PERCENTAGE CONTRACTOR SECTION

ARTICLE (P) 1 - PERCENTAGE CONTRACTORS

(P) 1.01 Percentage Contractor

A Percentage Contractor is compensated pursuant to his/her individual compensation agreement with the Company as set out in Appendix "A" of this agreement.

(P) 1.02 Allotment of Percentage Contractors

- (a) Contractual percentage work may be implemented by the Company to a maximum of thirty percent (30%) of the total workforce.
- (b) Any increase in the number of the foregoing Percentage Contractors (PORO) shall be subject to the maximum of 30% of the workforce as set out above. In any case where the Company increases the number of Percentage Contractors (PORO) pursuant to this Article, the Company may place that Contractor (PORO) at any depot.
- (c) Should the Company wish to implement additional Percentage Contractors (PORO) in any depot, and, such an increase does not comply with the thirty percent 30% restriction, the Company may contact the Union in writing and request an exemption to the restriction outlining the reasons for the request.
- (d) The Union may, at its discretion, provide an exemption and such an exemption will be subject to ratification by the Union membership at the depot where the Company has requested the exemption.
- (e) Pursuant to the foregoing, the definition of total workforce shall be deemed to be all hourly paid employees and POROs who have signed an Appendix "A".

(P) 1.03 Percentage Contractors Workforce

- (a) The Company shall provide to each PORO access to bargaining unit members. Upon engagement, the PORO shall employ bargaining unit members as assigned by Dispatch whenever they are available to perform bargaining unit work pursuant to the conditions as set out herein, when additional labour is required in excess of their Assistant.
- (b) All employees of a PORO as set out in either (P) 1.06 or (P) 1.07 shall be members of the Union and are covered by the applicable terms and conditions of the Collective Agreement. It shall be the responsibility of the PORO to comply with all of the applicable sections of the Collective Agreement with respect to his/her employees.
- (c) The Parties recognize that the relationship between a PORO and his/her Assistant as set out in (P) 1.06 below is one of a unique nature. While the terms and conditions as set out in the Employee Section of the Collective Agreement do not specifically apply to the Assistant of a PORO, the terms and conditions negotiated between a PORO and his/her Assistant shall respect the spirit of the Employee Section of this Collective Agreement.

(P) 1.04 Terms and Conditions for Percentage Contractors

It is understood that, POROs are members of the Union and are bound by the Terms and Conditions as set out in the General Section of this Collective Agreement as well as the terms and conditions as set out in the PORO section of this Agreement and Appendix "A".

(P) 1.05 Union Representation

The Union shall provide assistance in the negotiations of the compensation agreements (Appendix "A") for POROs and the Company recognizes that an authorized Union Representative will provide any assistance to the PORO, and, that all provisions as set out in the General Section of the Collective Agreement apply to POROs.

(P) 1.06 Percentage Contractors Employees (Assistants)

- (a) The Parties agree that a PORO may employ a single Assistant who will become an employee of that PORO.
- (b) This person shall be referred to as the Assistant.
- (c) All Assistants shall be members of the Union and shall be subject to all of the provisions of the General section of the Collective Agreement.
- (d)
 - (i) Any person who chooses to work for a PORO as an Assistant shall be granted a leave of absence for a period of twelve (12) consecutive months as a trial period.
 - (ii) During the twelve (12) month trial period, that employee shall be able to return at any time to the Company seniority list, and shall appear in the same place on the Company seniority list that he/she would have appeared had he/she not taken the leave.
 - (iii) After completion of the one year trial period, should an Assistant wish to return to the Company seniority list for any reason, he/she may do so, but shall return to the Company seniority list as provided for in Article (E) 8.02 (i), (ii) and (iii).
- (e) All benefits except those as set out in (E) 11.01 (f) available to Full Time employees shall be made available to Assistants subject to written agreement between the PORO and his/her Assistant. The PORO shall reimburse all such benefit costs incurred for a PORO Assistant back to the Company on a monthly basis.

(P) 1.07 Additional Workers

- (a)
 - (i) Where a PORO requires additional workers, that PORO shall inform the Company dispatch that he/she is in need of additional workers and the Company dispatch will dispatch the most senior qualified Company employee not assigned, to the job for which the PORO has requested. When advising the Company's dispatch of the need for additional workers, the PORO shall specify what classifications of additional workers are required.

- (ii) If after all available Company employees have been assigned, and further employees are required, the PORO may then hire such additional employees subject to Article (P) 1.03 (b).
- (b)
 - (i) When assigned to work for a PORO, an employee shall be paid not less than Swamper 3 as set out in the agreement except where that employee is receiving a lower rate of pay when working directly for the Company.
 - (ii) However, where that additional work is work other than the Swamper rate of pay, and, that employee is performing duties other than that of a Swamper, i.e. Driving or Packing, that employee shall be paid their appropriate rate as set out in the Collective Agreement.
- (c) All wages for all hours worked for a PORO shall be paid either by the PORO or the Company payroll to the mutual agreement between the employee and the PORO. In the case of no agreement, the employee will be paid by Company payroll (see Article (E) 11.04).
- (d) The PORO and the employee who has been dispatched shall be required to sign and provide to the Company, a form showing the PORO as the Company and detailing the employee's wage rate, and the number of hours worked each day.
- (e)
 - (i) Company employees shall indicate on the Status Sheet provided whether or not they would like to be contacted for work when it is available, when that work is to be performed for a PORO, when they are not assigned to work at the Company. The Status Sheet will include all pertinent information that will guide the Company dispatch in assigning work to the Company's employees to work with a PORO.
 - (ii) It is the responsibility of the employee to keep the status sheet current and up to date. Where an employee is assigned to work with a PORO, that employee is expected to report for work provided the work was assigned pursuant to that employee's Status Sheet. Should an employee fail to submit a Status Sheet, that employee will not be assigned to work with a PORO.
 - (iii) The format of the status sheet shall be agreed to by the Union and the Company
- (f) Hours worked by a Company employee for a PORO, shall be counted as hours worked for the Company for the purposes of receiving the benefit package as set out in Article (E) 11 of the Collective Agreement except those as set out in (E) 11.01 (f).

(P) 1.08 Assignment of Work by Seniority

- (a) The parties agree that all assigned work shall comply with the principle that a PORO dispatched to work on any job to be performed for the Company, have the skill, ability and is qualified to perform the work associated with the job to which he/she has been dispatched.

- (b) POROs shall be scheduled to work in order of their seniority so that the most senior POROs are scheduled to work first, subject to the provisions as set out in (a) above.
- (c) It is understood that this provision works in conjunction with (E) 4.01 and (E) 4.02 of the Collective Agreement.

(P) 1.09 Continuity of Crews

- (a) It is recognized that in order to maintain the continuity of crews, there may be occasions where an assignment of daily assigned work may not be made by the strictest application of Article (P) 1.08 above.
- (b) While endeavouring to maximize the hours assigned to senior employees, consistent with Article (P) 1.08 above, dispatchers shall consider the duration of the job to which they are assigning employees. In general terms, senior PORO's shall be assigned longer work assignments.
- (c) There may be occasions where, due to unforeseen circumstances, and, in order to maintain the continuity of a crew without deliberately incurring additional costs, the dispatcher's assignment may result in less senior POROs working, where more senior available POROs are not working. Every effort shall be made to keep the occurrences of this situation to a minimum.
- (d) Where a more senior PORO is assigned to work for fewer hours in a week than a junior PORO, that senior PORO may raise the matter with the dispatcher/management within two (2) working days of the end of the week, and attempt to resolve the matter. Failing a resolution, then, within two (2) working days of the response of management, the PORO or the Union may submit the matter in writing as set out in Article G 3 of the Collective Agreement.

(P) 1.10 Designated PORO Work

- (a) Designated PORO Work Defined

Designated PORO Work shall be defined as work that has been posted and is being performed on a regularly scheduled basis for a specific customer. Such work may be performed on a daily basis or on specific days of a week.

- (b) Posted Designated PORO Work

Where a posting for designated PORO work is posted, any employee or PORO may apply for that position and it shall be awarded pursuant to the applicant's skill, ability, qualifications and seniority.

- (c) Workload Availability for a Designated PORO

Where a designated PORO position is awarded, the successful PORO shall perform all of the duties as set out in the posting. However, where a posted designated PORO position does not provide for five (5) days of work per week, that designated PORO shall be able to be assigned work in the pool of PORO's pursuant to (G) 11.01 (i) of the Collective Agreement pursuant to his/her seniority.

Where a designated PORO position provides for five (5) days of work per week, that PORO shall not be able to exercise seniority rights to bid on other work until all other PORO's and employees as set out in the Employee Section of this Collective Agreement have filled their work week with five (5) days of work, or in the case of employees, forty (40) hours of work that week.

(d) Layoff of a PORO due to Shortage of Work

- (i) A PORO in a designated position as defined in Article (P) 1.10 above shall not be subject to being bumped until a more senior PORO has been without work for twenty (20) working days or twenty (20) out of thirty (30) consecutive working days.
- (ii) On the 21st day the most senior PORO without work that has the necessary skills, qualifications and ability shall be entitled to bump into the Designated PORO position being filled by the junior PORO. Each PORO who has bumped into a designated PORO position shall remain in that position as the incumbent subject to being bumped after a further twenty (20) working days or twenty (20) of thirty (30) consecutive working days or subject to being replaced by the previous incumbent PORO through the operation of Articles E4 and E8.
- (iii) On any occasion where a Designated PORO is bumped, either party may request a meeting with the other to discuss the shortage of work and the likelihood of further work shortages and the possibility of other methods of dealing with the shortage of work.

(P) 1.11 PORO Assignments

It is recognized in making daily work assignments there may be factors which unbeknown to the Dispatcher make some assignments more desirable than others and while it is not intended that a PORO has the right to pick and choose assignments it is intended that assignments while to some degree made arbitrarily will generally be made on an equitable basis. With this in mind and in an effort to avoid disputes it is agreed;

- (i) Work assignments for POROs shall be made consistently with the requirements of the Collective Agreement, based where possible on valid business reasons and not on a discriminatory basis (as per the Canadian Human Rights Code) nor as a disguised form of discipline.
- (ii) On written request made within three (3) working days of the assignment a PORO is entitled to receive in writing a statement of the factors and considerations for a specific assignment.
- (iii) A PORO who believes a work assignment was made contrary to (i) above shall take the matter up with the /dispatcher within two (2) working days of receipt of the statement as requested in (ii).
- (iv) Failing achievement of a satisfactory resolution through discussion with the Dispatcher the PORO may within a further two (2) working days give written notice to the Company to proceed as at Article (G) 3.04.

LEASE OPERATOR SECTION

ARTICLE (L) 1 - LEASE OPERATORS

(L) 1.01 Lease Operators

A Lease Operator is compensated pursuant to his/her individual compensation agreement with the Company.

(L) 1.02 Allotment of Lease Operators

(a) Lease Operator

Is the owner and/or purchaser of tractor equipment whose tractor is licensed in the name of the Company.

(b) Allotment of Lease Operators

(i) The Company may engage Lease Operators, providing such engagement will not replace or displace any employee or PORO, who has the skill, ability and qualifications to perform the work for which the Lease Operator is being engaged.

(ii) No qualified employee or PORO will be laid off or suffer a loss in daily hours while Leased Operators are engaged other than the work set out in Article (G) 11.01 (iv) and (v).

(iii) Such Lease Operators shall become members of the Union pursuant to Article (G) 1.03 of this agreement.

(L) 1.03 Terms and Conditions for Lease Operators (LO)

It is understood that, Lease Operators (LO) are members of the Union and are bound by the Terms and Conditions as set out in the General Section of this Collective Agreement as well as the terms and conditions set out in this LO Section of the Agreement.

(L) 1.04 Union Representation

A LO shall be entitled to Union representation in the event of a dispute between the LO and the Company.

(L) 1.05 Lease Operators Workforce

(a) The Company shall provide to each LO, a list of the current bargaining unit members. Upon engagement and subject to (L) 1.06 and (L) 1.07 the LO shall employ only bargaining unit members when available to perform bargaining unit work.

(b) All employees of LOs shall be members of the Union and other than Assistants are covered by Articles 1,2, 3, 4, 6, 7, and 11 of the General Section and Articles 2.01(a) and(b), 2.02 (b), (c), ,(d) and (e), 2.04, 3.01, 3.02, 9, 12.01(b), 14.01(b) and (c), 17 and 18.01 of the Employee Section of the Collective Agreement. The Company employees assigned to work for an LO shall be paid their appropriate

vacation pay as a percentage of earnings on each pay cheque and shall be paid with respect to entitlements under Articles 9, 12 and 14 on the principle that there is no duplication of entitlement from the LO where the employee is paid for the benefit by the Company.

It shall be the responsibility of the LO to comply with all of the appropriate sections of the General Section and the Employee Section of the Collective Agreement with respect to his/her employees.

(L) 1.06 Lease Operator Employees (Assistants)

- (a) The parties agree that a LO may employ not more than one (1) Assistant per piece of owned or leased equipment.
- (b) All Assistants shall be members of the Union and shall be subject to all of the provisions of the General Section of the Collective Agreement.
- (c)
 - (i) Any person who chooses to work for a LO as an Assistant shall be granted a leave of absence for a period of twelve (12) consecutive months as a trial period.
 - (ii) During the twelve (12) month trial period, that employee shall be able to return at any time to the Company seniority list, and shall appear in the same place on the Company seniority list that he/she would have appeared had he/she not taken the leave.
 - (iii) After completion of the one year trial period, should an Assistant wish to return to the Company seniority list for any reason, he/she may do so, but shall return to the Company seniority list as provided for in Article (E) 8.02 (i), (ii) and (iii).
- (d) All benefits, except those as set out in (E) 11.01 (f) that are available to Full Time Company employees shall be made available to Assistants. The LO shall reimburse the Company for all such benefit costs incurred for a LO Assistant on a monthly basis.

(L) 1.07 Additional Workers

- (a)
 - (i) Where a LO requires workers additional to Assistants, that LO shall inform the Company dispatch that he/she is in need of additional workers and the Company dispatch will dispatch the most senior qualified Company employee to the job which the LO has requested.
 - (ii) If after all available Company employees have been assigned, and further employees are required, the LO may then hire such additional employees.
- (b)
 - (i) When assigned to work for a LO, no employee shall be paid less than Swamper 3 as set out in the Agreement except where that employee is receiving a lower rate of pay when working directly for the Company.
 - (ii) However, where that additional work is work other than the Swamper rate of pay, and, that employee is performing duties other than that of a

Swamper, i.e. Driving or Packing, that employee shall be paid their appropriate rate as set out in the Collective Agreement.

- (c) The LO shall be liable for his/her employee's wages and benefits and they shall be responsible to pay that additional worker for all hours worked not later than when that employee would have been paid had he/she been working for the Company.
- (d) Company employees shall indicate on the Status Sheet provided whether or not they would like to be contacted for work when it is available, when that work is to be performed for a LO, when they are not assigned to work at the Company. The Status Sheet will include all pertinent information that will guide the Company dispatch in assigning work to the Company's employees to work with a LO.
- (e) When assigned to work for a LO, no employee shall be paid less than Swamper 3 as set out in the Agreement except where that employee is receiving a lower rate of pay when working directly for the Company.

However, where that additional work is work other than the Swamper rate of pay, and, that employee is performing duties other than that of a Swamper, i.e. Driving or Packing, that employee shall be paid their appropriate rate as set out in the Collective Agreement.

- (f) Hours worked for a LO shall be counted as hours worked for the Company.

APPENDIX "A" - SERVICES AGREEMENT

BETWEEN:

WILLIAMS MOVING AND STORAGE (B.C.) LTD.

Incorporated under the laws of the Province of British Columbia and having its head office in the City of Coquitlam.

Hereinafter referred to as the "COMPANY"

AND:

Hereinafter referred to as the "Percentage Contractor (PORO)"

This agreement made this _____ day of _____, 20__

In the city of _____, in the Province of _____

Contractor Name (print)

Contractor Signature

On behalf of the Company

Company Signature

On behalf of the Union

Signature of Union Representative

ARTICLE 1 - WORK AND SERVICES

Whereas the Company is a motor carrier engaged in the transportation of goods, for hire in Canada and the United States, including transportation, packing, unpacking, assembly, disassembly, storing and performing related services regarding freight and household goods; the Company desires to use transportation and related services of the PORO under this Agreement.

And whereas the Company has agreed to engage the services of the PORO as a commission packer/driver subject to the same terms and conditions as set out in this Services Agreement.

ARTICLE 2 - TERM

This Agreement shall commence on the _____ day of _____, 20__ and shall continue subject to either party submitting notice to the other party their desire to change the terms of the contract at which time negotiations will commence within 90 days of submitting notice to negotiate. The parties to this Services Agreement shall submit such notice through their respective Legal Bargaining Agent(s).

ARTICLE 3 - PLACE OF SERVICE

The PORO shall perform his or her services as mutually agreed to by the Company and the Contractor at any of the locations and as reasonably directed by the Company

ARTICLE 4 - FEES FOR WORK AND SERVICES

The Company agrees to pay on the 15th of the following month for all services performed during the previous month as per ADDENDUMS 'A', 'B', 'D' and 'E' and any additional Addendums as mutually agreed between the signatories of this agreement.

The PORO is to be compensated for all services performed on:

- (a) Williams/ St. George registered and United Van Lines/ Mayflower Van Lines registered domestic business as per addendum "A";
- (b) Williams/ St. George International business as per addendum "B".

ARTICLE 5 - INDEPENDENT CONTRACTOR

The PORO shall provide Work and Services to the Company as an independent contractor and not as an employee, partner, or joint-venture. The PORO shall have no power of authority to bind the Company, or to assume or to create any obligation or responsibility, express or implied, on the Company's behalf, nor shall it represent to anyone that it has such power or authority.

ARTICLE 6 - TRIBUNAL DETERMINATIONS

If it is determined by a tribunal with authority that any payment provided for in this Agreement should be treated as wages then, in that event, the parties hereto specifically agree the

payments made pursuant to this Agreement are and have been received by the PORO in Trust and shall be conclusively deemed to include payment for all hours worked, overtime, vacation pay, statutory holiday pay and any amounts the Company ought to have withheld or paid or remitted to any third party excluding any government authority. All amounts which have been received pursuant to this Services Agreement from time to time and at any time shall be considered, and to the extent that such amounts exceed the statutory minimum requirements from time to time, such excess shall be considered Trust monies received in Trust by the PORO and shall stand to the credit of the Company in respect of any amounts which are found to be due or owing or ought to have been paid by the Company to the PORO or to any third party, excluding any government authority, in respect of the services provided by the PORO to the Company.

ARTICLE 7 - CONFLICTS

During the time allocated to the Work and Services, the PORO shall perform the Work and Services in a competent and professional manner, using its best efforts, abilities and skills in the best interest of the Company.

The PORO shall not during the term of the Agreement and for a period of six (6) months thereafter, individually or jointly, without the prior written consent of the Company, directly or indirectly, solicit, interfere with or attempt to entice away from the Company;

7.1 Any customer of the Company or other person in the habit of dealing with the Company, or;

7.2 Any employee or representative of the Company.

Subject to the provisions of this Agreement, the PORO shall be free to offer services to any other person if such services do not conflict with the Contractor's PORO's obligations to the Company.

ARTICLE 8 - PROPRIETARY INFORMATION

In the course of performing the Work and Services, the PORO may develop or obtain information relating to the Company or its products or services of technology which is of a confidential and proprietary nature (collectively and individually the "Confidential information"). The PORO shall not make use of the confidential information other than during, and where it is required for, the performance of the Work and Services under this Agreement. The PORO shall not, without the consent of the Company, divulge or allow any access to the Confidential Information to any person except as reasonably required to fulfill its obligations under this Agreement.

ARTICLE 9 - PROPRIETARY INFORMATION EXTENSION

The provisions of Article 8 shall survive expiration or termination of this Agreement indefinitely.

ARTICLE 10 - TERMINATIONS

The Company may terminate this Agreement, or suspend its obligations, at any time without

notice and without payment of any damages in lieu of notice or damages of any other kind, upon the occurrence of any of the following:

- the Contractor or its employees or representatives are guilty of any dishonesty, act or inaction causing or calculated to cause damage to the Company, its personal, property or reputation;
- the Contractor is negligent or incompetent in the discharge of the Work and Services;
- the Contractor sells or threatens to sell or dispose of all or substantially all of its assets, or proceeds or threatens to merge, consolidate or amalgamate with another company, without the prior written consent of the Company;
- the Contractor, or any of its employees or representatives, misuses or divulges the Confidential Information, in breach of the Confidentiality Agreement referred to in this Agreement;
- the Contractor breaches a term of this Agreement and fails to remedy such breach within fifteen (15) days of the date of notice of same from the Company.

Either Party may terminate this Agreement on at least thirty (30) days prior written notice, at any time, without payment of any damages or costs of any kind.

ARTICLE 11 - RETURN OF PROPERTY

Upon termination or expiration of this Agreement PORO shall:

Immediately deliver or cause to be delivered to the Company all property belonging to the Company, the confidential information and the Materials which are in the possession, charge, control or custody of the PORO;

Cease to represent itself as providing Work and Services to the Company and cease to use any documentation or advertising identifying itself as a PORO to the Company;

Provide a status report to the Company of the current state of the Work and Services at the time of termination.

The provisions of this Article 11 shall survive expiration or termination of this Agreement.

ARTICLE 12 - RULES AND REGULATIONS

The PORO shall comply, while on the premises occupied or used by the Company or its customers, with all rules, regulations, standards and policies which are brought to the PORO notice or of which the PORO should reasonably be aware.

ARTICLE 13 - WORKERS COMPENSATION COVERAGE

Workers Compensation Coverage provided by and paid for by the contractor is mandatory. The contractor must provide coverage for themselves as well as for their workers. The contractor will establish his or her own account with the board of the provincial jurisdiction which applies.

The account must be maintained and kept in good standing at all times. Monitoring of contractor accounts is done by the company on a daily basis. No assignment of work will be given until such time as the contractor has provided the company with a valid WCB account number for which a clearance can be obtained. Assignment of work will be withheld should the WCB for any reason not give a clearance on the contractor's account. In the province of Alberta, the contractor will be required to register as a Limited Company in order to qualify for his or her own WCB account. This process is mandatory and does not relieve the contractor of any requirements in this Article 13.

If the Government legislation/regulation/law changes in regards to WCB payments, the Union and the Company agree to meet and implement new language in the form of a LOU.

ARTICLE 14 - ASSIGNMENT

The PORO shall not assign, transfer or pledge this Agreement or any rights or the performance of any obligation arising under this Agreement, without the prior written consent of the Company, and any attempt to do so shall be null and void.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

ARTICLE 15 - AMENDMENTS

No amendments to this Agreement shall be valid or binding unless set forth in writing and duly executed by the signatories to this Agreement.

ARTICLE 16 - NOTICES

Any demand, notice or other communication ("Communications") to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or by facsimile addressed as may be designated by notice by either party to the other or their respective Bargaining Agents. Any communications given by personal delivery shall be deemed to have been given on the day of actual delivery thereof, and if made or given by facsimile then on the next day following the transmission thereof.

ARTICLE 17 - PERCENTAGES PAID

- (a) THE COMPANY AGREES to supply, license and maintain the required Pool of vehicles.
1. If a PORO is normally paid the PORO OWNED EQPT rate and needs to rent a company owned piece of equipment the PORO shall be paid the normal PORO OWNED EQPT rate and rental fees of two hundred (\$200) per day (one hundred (\$100) per half day) shall apply. A half day shall be considered as less than five (5) hours in the control of the PORO. In the event the company insists on assigning work to a PORO that requires a vehicle beyond the scope of the PORO's own equipment, the PORO shall not be charged vehicle usage for the job. Rental fees for additional pieces of equipment for which revenue is attached (ie: shuttle trucks) are not exempted by this clause.
 2. If a PORO is normally paid the COMPANY OWNED EQPT rate and needs to

rent a company owned piece of equipment the PORO shall be paid the normal COMPANY OWNED EQPT rate and rental fees of one hundred (\$100) per day shall apply.

3. On a day the vehicle rented to a PORO has a vehicle defect, which materially affects its suitability for the work or the ability to do the work the rental for that day shall be waived by the Company.

(b) THE COMPANY WILL provide for sale, all required packing materials.

(c) On any day where the vehicle rented to a PORO has a vehicle defect, which materially affects its suitability for the work or ability to do the work the rental for that day shall be waived by the Company.

ARTICLE 18 - BENEFITS AND PLANS

The Company will allow the PORO and their Assistant to participate in company benefit plans, at the PORO's expense.

ARTICLE 19 - CASH ADVANCES

Any and all cash advances will only carry a 10% surcharge payable to the Company.

ARTICLE 20 - CONTRACTOR LABOUR

The PORO shall provide uniformed labour as per P1.03 and 1.06 and be responsible to hire, pay, direct control, supervise and discharge. A professional appearance must be maintained at all times. The PORO will provide, on a semi-annual basis, a Driver's Abstract.

ARTICLE 21 - VEHICLE APPROVAL

The Company will approve all PORO vehicular equipment.

ARTICLE 22 - WEIGHT VARIANCE

The PORO agrees to accept a 10% variance on all shipments.

ARTICLE 23 - DAMAGE CLAIMS

All damage claims will be the responsibility of the PORO as per Company policy. All deductibles will be reviewed on a yearly basis. The PORO will be responsible to a maximum of:

- 1) The annual U.V.L. deductible;
- 2) The Company branch deductible of \$350;
- 3) When property damage is incurred a deductible of \$1,500;
- 4) In the event that a PORO and/or an employee is proven negligent in performing a service, the contractor will be 100% responsible for the claim, to a maximum of \$1,000.00. Where a dispute arises pursuant to the above, the PORO or the Company has a right to file a grievance pursuant to the Collective Agreement in place between the Company and the Union.
- 5) The PORO shall have the opportunity to review any claim exceeding the deductible before any assessment is deducted from their revenue statement.

The Company will provide notification and the PORO will have seventy-two (72) hours to respond.

ARTICLE 25 - ACCOUNTING FEES

The Company will provide a prepared statement for a fee of one hundred and fifty dollars (\$150.00) or a summary statement for which there will be no fee charged.

ARTICLE 26 - CASH RESERVE FUND

The Company will accumulate for the PORO account a reserve up to a maximum amount of \$1,500. Said reserve will be held by the Company as security for all amounts due and owing by the PORO to Company and for performance of all his/her obligations hereunder. Said reserve will be accumulated by deducting five percent (5%) of the PORO gross earnings on each shipment transported by him/her hereunder. On termination of this Agreement, said reserve will be held by the Company for a period not to exceed ninety (90) days, after which, the Company shall remit to the PORO the amount of said reserve. The Company shall not pay interest on the amount of the reserve.

In witness whereof the Parties have hereunto executed this Agreement the day and year first above written.

Agreed to this _____ in the City of New Westminster, British Columbia.

For the Company

For the Union

Glenn Thomsen

Keith Andrews

Alex Muselius

Kevin Hicks

Jonathan Butterworth

Kim Biel

Dale Witherly

Glenn Pii

Alex Aszody

Mark Misic

Pete Smith

ADDENDUM "A" - DOMESTIC MOVES

PERCENTAGE COMPENSATION FOR PORO's

PACKING SERVICES

Designated branch packing revenue shall be distributed to the PORO as follows:

- 57%

NOTE: (i) The PORO is required to pay for the use of a company vehicle or supply a Company approved vehicle.

- (ii) When it is agreed that a PORO will be required to perform packing and unpacking only the compensation will be 40% and the company will supply all required materials.

UNPACKING SERVICES

Designated branch unpacking revenue shall be distributed to the PORO as follows:

- 57%

NOTE: The PORO is required to perform a total unpack as per Company Policy and return all materials to the branch warehouse.

TRAVEL TIME

In rural locations, the Company agrees to compensate the PORO for all miles travelled in excess of the 35 miles local radius, at a rate of \$.50 per mile

LOCAL MOVES – HOURLY

The PORO will receive 60% of the branch hourly rate.

NOTE: The PORO is required to pay for the use of a Company vehicle or supply a Company approved vehicle.

U.S. MOVES

All services will be paid based on the net bill of lading charges. The PORO will receive the applicable percentage rate 60% of the branch revenue converted into Canadian funds based on the exchange rate as determined by the Royal Bank of Canada on January 2 and July 2 of each year less an administrative fee of 0.5%.

CONTAINER LOADING 0 - 35 Miles

The PORO will receive compensation equal to 60% of the revenue received by the Company.

NOTE: (i) The PORO is required to pay for the use of a Company vehicle or supply a Company approved vehicle.

- (ii) The PORO will receive 60% of all city service charges, long carries, shuttles, elevator, stair carries, etc.

CONTAINER UNLOADING - 0 – 35 Miles

The PORO will receive compensation equal to 60% of the revenue received by the Company.

NOTE: (i) The PORO is required to pay for the use of a Company vehicle or supply a Company approved vehicle.

- (ii) The PORO will receive 60% of all city service charges, long carries, shuttles, elevator, stair carries, etc.

TRAVEL TIME - while loading or unloading

In rural locations the Company agrees to compensate the PORO for all miles traveled in excess of the 35 mile local radius at a rate of \$0.65 per mile.

ADDENDUM "B" - INTERNATIONAL MOVES

Rates are in Canadian C\$/100 lbs. (7 lbs/cu. Ft. Net)

Minimum: 6 lbs. /cu. ft. density is required Payable at 100% as listed.

ORIGIN SERVICES

LCL Shipments (loaded in truck/van or domestic container)

Weight Details	500 999	1000 1999	2000 3999	4000 5999	6000 7999	8000 & Over
Driver Revenue based on Full pack, Disassemble, wrap all furniture and Loading service at residence.	26.02	24.53	22.22	20.74	18.43	16.89

FCL Shipments (loaded into ocean container at residence)

Weight Details	4000 5999	6000 7999	8000 9999	10000 11999	12000 13999	14000 & Over
Driver Revenue based on Full pack, wrap and loading services at residence.	22.00	22.00	20.41	20.35	19.25	19.25

LTS ORIGIN SERVICES (relating to an overseas move)

LCL Shipments (loaded in truck/van or domestic container) WMI supplies material

Weight Details	500 999	1000 1999	2000 3999	4000 5999	6000 7999	8000 9999	10000 11999	12000 & over
Driver Revenue based on Full pack, wrap and loading services at residence.	16.50	16.50	15.68	14.85	13.20	12.38	11.55	10.73

Delivery Out (and unpack)

Weight Details	500 999	1000 1999	2000 3999	4000 5999	6000 7999	8000 9999	10000 11999	12000 & over
Driver Revenue based on Full unpack	11.55	11.55	9.90	8.25	7.43	7.43	7.43	7.43

DESTINATION SERVICES (IMPORT MOVE)

LCL Shipments (Unloaded from truck/van or domestic container)

Weight Details	500 999	1000 1999	2000 3999	4000 5999	6000 7999	8000 & Over
Driver Revenue based on Full pack, disassemble, unwrap and set up service	18.92	16.72	13.86	10.40	10.40	10.40

FCL Shipments (loaded into ocean container at residence)

Weight Details	4000 5999	6000 7999	8000 9999	10000 11999	12000 13999	14000 & Over
Driver Revenue based on Full pack, wrap and loading services at residence.	9.90	9.90	9.90	9.90	9.90	9.90

These are minimum rates subject to annual review.

TRAVEL

Mileage outside the city limits (35 miles) to a destination not on a regular Company long distance route is payable for the return mileage (minus first 70 miles) at:

\$0.50/Mile in a Company Owned Vehicle

\$1.24/Mile in and Owner Operator Vehicle

Line haul between branches is payable at \$50 as per international, inter-company tariff.

ADDITIONAL SERVICES

Provision is made in our overseas tariff for the handling of heavy items i.e. pianos, disassembly and assembly of large wall units, loading and unloading of cars and possible shuttle services, long carry and delivery above the 2nd floor without an elevator.

These additional services will be looked at on a "per shipment" basis.

\$20.00/per crate

ADDENDUM "C" – CONTRACTOR RATES EFFECTIVE JUNE 5, 2014**CONTRACTOR RATES EFFECTIVE JUNE 01, 2012**

LINE ITEM	RURAL COMPANY EQUIPMENT	RURAL PORO EQUIPMENT	METRO COMPANY EQUIPMENT	METRO PORO EQUIPMENT
PACKING CWT	\$11.39	\$12.50	\$11.39	\$12.50
CONTAINER LOADING	<u>\$6.83*</u>	<u>\$7.92*</u>	<u>\$8.49*</u>	<u>\$10.69*</u>
CONTAINER UNLOADING	<u>\$5.52*</u>	<u>\$6.50*</u>	<u>\$7.18*</u>	<u>\$9.27*</u>
UNPACKING CWT	\$2.81	\$3.00	\$2.81	\$3.00
LOCAL MOVE - COMPLETE	\$15.00	\$17.00	\$16.00	\$18.00
LOCAL MOVE - LOAD ONLY	\$8.75	\$11.00	\$9.30	\$11.55
LOCAL MOVE - UNLOAD ONLY	\$7.43	\$9.00	\$7.88	\$9.45
LOCAL - FUEL SURCHARGE	\$0.00	included in tarrif	\$0.00	included in tarrif
SHUTTLE	\$7.80	\$13.00	\$7.80	\$13.00
Elevator or Stair Carry	\$1.66	\$2.77	\$1.66	\$2.77
Long Carry	\$1.66	\$2.77	\$1.66	\$2.77
Extra Pickup or Delivery	\$90.00	\$150.00	\$90.00	\$150.00
LOCAL P/U CHARGE (IN ADDITION TO LOAD RATE)	\$150.00	\$250.00	\$150.00	\$250.00

CONTRACTOR RATES EFFECTIVE JUNE 01, 2012

UNIT PACK				
2CUBE	\$9.62	\$10.60	\$9.62	\$10.60
4 CUBE	\$11.22	\$12.44	\$11.22	\$12.44
5 CUBE	\$14.01	\$15.45	\$14.01	\$15.45
6 CUBE	\$11.59	\$13.08	\$11.59	\$13.08
CHINA CARTON	\$25.33	\$28.02	\$25.33	\$28.02
SMALL MIRROR CARTON	\$9.61	\$11.18	\$9.61	\$11.18
LARGE MIRROR CARTON	\$12.17	\$13.54	\$12.17	\$13.54
WARDROBE	\$14.03	\$15.98	\$14.03	\$15.98
TV CARTON	\$20.00	\$25.00	\$20.00	\$25.00
CRATE	\$25.00	\$30.00	\$25.00	\$30.00
GUN CARTON	\$6.81	\$7.79	\$6.81	\$7.79

UNIT UNPACK				
2CUBE	\$2.06	\$2.23	\$2.06	\$2.23
4 CUBE	\$2.59	\$2.80	\$2.59	\$2.80
5 CUBE	\$3.05	\$3.30	\$3.05	\$3.30
6 CUBE	\$3.15	\$3.41	\$3.15	\$3.41
CHINA CARTON	\$5.69	\$6.17	\$5.69	\$6.17
SMALL MIRROR CARTON	\$2.90	\$3.14	\$2.90	\$3.14
LARGE MIRROR CARTON	\$3.31	\$3.59	\$3.31	\$3.59
WARDROBE	\$4.12	\$4.46	\$4.12	\$4.46
TV CARTON	\$10.00	\$10.00	\$10.00	\$10.00
CRATE	\$10.00	\$15.00	\$10.00	\$15.00
GUN CARTON	\$1.64	\$1.75	\$1.64	\$1.75

CONTRACTOR RATES
EFFECTIVE JUNE 05, 2014 to March 31, 2017

TRAVEL TIME

Travel time within 35 mile radius is included in the above set rates. Travel time beyond the 35 mile radius shall be compensated at the following rates:

LINE ITEM	L/O EQUIPMENT	PORO EQUIPMENT
Travel within 35 mile radius	\$0	\$0
Travel beyond 35 mile radius	<u>\$2.30*</u>	\$1.94
Addtl man beyond 35 mile radius	\$0.65	\$0.65

*NOTE: Effective April 1, 2017 Contractor Rates and Mileage shall be as per the 2011 to 2014 CBA - \$2.42

Note - UVL HHG Fuel S/C is in addition to mileage rate above

Any items not addressed above will be dealt with on an individual basis

ADDENDUM "E" - PERCENTAGE

COMPENSATION FOR PORO OWNED EQUIPMENT (DOMESTIC MOVES)

PACKING SERVICES

Designated branch packing revenue shall be distributed to the PORO as follows:

- 60%

UNPACKING SERVICES

Designated branch unpacking revenue shall be distributed to the PORO as follows:

- 60%

TRAVEL TIME

In rural locations, the Company agrees to compensate the PORO for all miles travelled in excess of the 35 miles local radius, at a rate of \$1.00 per mile

LOCAL MOVES - HOURLY

The PORO will receive 67% of the branch hourly rate and 100% of the applicable fuel surcharge.

U.S. MOVES

All services will be paid based on the net bill of lading charges. The PORO will receive the applicable percentage rate 67% of the branch revenue converted into Canadian funds based on the exchange rate as determined by the Royal Bank of Canada on January 2 and July 2 of each year less an administrative fee of 0.5%.

CONTAINER LOADING/ UNLOADING (0 – 35 Miles)

The PORO will receive compensation equal to 65% of the revenue received by the Company.

NOTE: The PORO will receive 100% of all city service charges, long carries, shuttles, elevator, stair carries, etc.

TRAVEL TIME - while loading or unloading

In rural locations the Company agrees to compensate the PORO for all miles traveled in excess of the 35 mile local radius at a rate of \$1.25 per mile.

ADDENDUM "F" – PRODUCTIVITY COMPENSATION SCHEDULE – 2012

Productivity Standards and Standard Compensable Hours for Hourly Professional Movers

1. When Hourly Professional Movers are engaged in the Specified Activities listed below, the hours that are paid out will be not less than those provided for by the Productivity Standards and the Standard Compensable Hours below (plus appropriate access and travel additions).
2. Movers who complete their jobs in less elapsed time will still be paid the full Standard Compensable Hours (plus additions).
3. Overtime will be paid only if the actual Elapsed Time and the Standard Compensable Hours exceed the daily or weekly limit.
4. An individual's compensable hours for a job are the total Standard Compensable Hours divided by the number of crew members on that job.
Example: Load 15,000 lbs / 4 crew = 7.5 hours paid each; Load 15,000 lbs / 3 crew = 10 hours paid each.
5. Each compensable hour is paid at the individual Professional Mover's own hourly rate of pay according to the Collective Agreement.
6. Productivity Standards, Standard Compensable Hours and Additions will be reviewed each month on a continuous improvement basis during the first year of implementation to ensure that Professional Movers earnings are not unfairly impacted as a result of this change.
7. The Union has the right to submit unresolved disputes about productivity rates and time allowances to grievance arbitration for binding resolution based on objective evidence.

Productivity Standards for Specified Activities establishing the weight that must be handled to earn a compensable hour.				
Specified Activity	Load	Unload	Pack	Unpack
Productivity Standards in lbs/hr	500	625	500	1500

Standard Compensable Hours to be paid for various jobs as defined by weight and specified activity													
Specified Activity	Weight in Pounds												
	100	200	300	400	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
Load	0.2	0.4	0.6	0.8	1	2	4	6	8	10	12	14	16
Unload	0.16	0.32	0.48	0.64	0.8	1.6	3.2	4.8	6.4	8	9.6	11.2	12.8
Pack	0.2	0.4	0.6	0.8	1.0	2.0	4.0	6.0	8.0	10	12	14	16
Unpack	0.1	0.1	0.2	0.3	0.3	0.7	1.3	2.0	2.7	3.3	4	4.7	5.3
Access Additions													
Elev/Stairs	0.1	0.1	0.2	0.2	0.3	0.5	1.1	1.6	2.2	2.7	3.2	3.8	4.3
Long Carry	0.1	0.1	0.2	0.2	0.3	0.5	1.1	1.6	2.2	2.7	3.2	3.8	4.3
Shuttle	0.3	0.6	0.9	1.2	1.4	2.9	5.8	8.6	11.5	14.4	17.3	20.2	23
Travel	Add actual travel time that was required to perform the assigned work												

Challenge Process:

1. If the crew members see more weight or access issues than indicated in the work order, the crew chief will immediately advise dispatcher.
2. Leave voice, email or text message if necessary and continue job; dispatcher will arrange to have weight scaled and/or an on-site verification done.
3. If scaling or on site verification not available, the company will accept the crew chief's professional judgement on the weight and or access issues
4. Immediate contact is necessary to enable timely resolution with estimator and or customer before the job is completed
5. Diligent adherence to this 'Immediate Notification' policy is and important condition of employment.

Packing	500 lbs/man hour
Loading	500 lbs/man hour
Unloading	625 lbs/man hour
Unpacking	1,500 lbs/man hour
Elevator	2,000 lbs/man hour
Stairs	2,000 lbs/man hour
Long Carry	2,000 lbs/man hour
Shuttle	<u>900*</u> lbs/man hour

*NOTE: The understanding is that this may be the subject of review by the Joint Committee for exceptional circumstances.

LETTER OF UNDERSTANDING # 1

Between

WILLIAMS MOVING AND STORAGE and PR MOVING

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 114

Re:

Agreed to this _____ in the City of New Westminster, British Columbia.

For the Company

For the Union

Glenn Thomsen

Keith Andrews

Alex Muselius

Kevin Hicks

Jonathan Butterworth

Kim Biel

Dale Witherly

Glenn Pii

Alex Aszody

Mark Misic

Pete Smith

LETTER OF UNDERSTANDING # 2

Between

WILLIAMS MOVING AND STORAGE

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 114

Re: Ergonomics

The Company and Union agree to implement an Ergonomic Risk Assessment, as per Canada Labour Code Section 19 – Hazard Prevention Program, of the workplace(s) and to include all job classifications. The newly established H&S Policy Committee will be tasked to complete the Assessments.

Agreed to this _____ in the City of New Westminster, British Columbia.

For the Company

For the Union

Glenn Thomsen

Keith Andrews

Alex Muselius

Kevin Hicks

Jonathan Butterworth

Kim Biel

Dale Witherly

Glenn Pii

Alex Aszody

Mark Misic

Pete Smith

LETTER OF UNDERSTANDING # 3

Between

WILLIAMS MOVING AND STORAGE

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 114

Re: Duty to Accommodate

1. The Company and the Union agree to cooperate in addressing workplace accommodation situations.
2. It is understood that should the employee become disabled, the Company may be required to take every reasonable step, up to undue hardship to accommodate that employee. This may mean modifying some aspects of the job, assignment to a different job or developing a new job. It may also mean relaxing, waiving or varying one or more provisions in the Collective Agreement.
3. It is understood that the employee must also cooperate in providing notification of the need for accommodation, accepting a facilitating a reasonable accommodation, providing sufficient medical evidence, undergoing functional capacity testing if necessary, informing the Company of his/her qualifications, skills and abilities so that reasonable accommodation may be sought, providing permission for direct communication between the Company and the physical in order to reach an accommodation solution. It is also understood that if the employee maintains the request fro an accommodation he/she will not unreasonably refuse a reasonable, albeit imperfect accommodation if no other accommodation is possible.
4. It is important to recognize the employee must perform productive work that is of economic value to the Company. It is also important to recognize that the employee be given work that allows the employee to feel he/she is a respected, productive and valued part of the business.
5. Neither the Company nor the Union are expected to make an accommodation that is beyond the point of undue hardship.

Agreed to this _____ in the City of New Westminster, British Columbia.

For the Company

Glenn Thomsen

Alex Muselius

For the Union

Keith Andrews

Kevin Hicks

Jonathan Butterworth

Kim Biel

Dale Witherly

Glenn Pii

Alex Aszody

Mark Misic

Pete Smith

LETTER OF UNDERSTANDING # 4

Between

WILLIAMS MOVING AND STORAGE

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 114

Re: Lease Operators and PORO's

December 19, 2011

During negotiations in 2011 there was a lot of discussion concerning Lease Operators and PORO's.

The Parties agreed to the following:

Lease Operator Seniority:

1. At the date of ratification all Lease Operators (Red and White only) will be given date of hire seniority.
2. Any additional Lease Operators hired after the date of ratification will be granted date of hire seniority.
3. Any reduction after ratification in the number of Lease Operators will be done on the basis of seniority with the most junior Lease Operators laid off first followed by the next junior and so on until there is sufficient number of employees to do the work.
4. The Parties agree that the number of Lease Operators to be laid off and when is within managements rights.

Lease Operator Accounting Fees:

Lease Operators after the date of ratification will not be charged a fee for a prepared statement as per Article 25 of the Appendix 'A' – Services Agreement.

Lease Operator and PORO Pay Date:

Pay days for the contractors shall be the 22nd day of the following month.

Payroll Burden:

1. Effective June 5, 2014 PORO's and Lease Operators will pay the employee's hourly rate plus one hundred percent (100%) of an employee's payroll burden for an employee working for them.
2. Effective April 1, 2017 PORO's and Lease Operators will pay the employee's hourly rate plus seventy five percent (75%) of an employee's payroll burden for an employee working for them.
3. The payroll burden for each employee will be made available by the dispatcher.

Lease Operator Line Haul Work Clarification:

1. Article (G) 11.01 (e) (ii) is clarified as follows:

Lease Operators (Red and White only) will be permitted to work a maximum of two (2) jobs in each depot area per week.

2. A job is either a load or and unload, pack or unpack not to exceed two (2) days' work per week

Rate Adjustments Red+White: The concern here is to cover the cost of feeding and putting up labour overnight.

Company's position is if a Red/White Lease Operator or PORO is required to stay out of town WITH labour that is travelling with them, the METRO rate shall be paid for loading and /or unloading services provided at the time to offset the expenses incurred for staying overnight.

Work performed by a Red/White Lease Operaor or PORO in a rural area where labour is local and the Lease Operator in not paying for expenses overnight, will be paid at RURAL rate.

Agreed to this _____ in the City of New Westminster, British Columbia.

For the Company

For the Union

~~Glenn Thomsen~~

~~Keith Andrews~~

Alex Muselius

Kevin Hicks

~~Jonathan Butterworth~~

Kim Biel

Dale Witherly

Glenn Pii

Alex Aszody

Mark Misic

Pete Smith

LETTER OF UNDERSTANDING # 5

Between

WILLIAMS MOVING AND STORAGE

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 114

Re: Rocky Mountaineer

The Company has a contract with the Rocky Mountaineer for luggage and Williams' employees have been doing the work.

The Company agrees that the Rocky Mountaineer work will be posted and filled as per Article E 5.02 of the collective agreement.

The Company agrees that the mileage rate shall be \$.50 per mile (as per household mileage rate) and the hourly rate as per the collective agreement for all time spent loading and unloading.

Agreed to this _____ in the City of New Westminster, British Columbia.

For the Company

For the Union

Glenn Thomsen

Keith Andrews

Alex Muselius

Kevin Hicks

Jonathan Butterworth

Kim Biel

Dale Witherly

Glenn Pii

Alex Aszody

Mark Misic

Pete Smith

LETTER OF UNDERSTANDING # 6

Between

WILLIAMS MOVING AND STORAGE

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 114

Re: Employees Engaged in Sears Work

During the 2011 negotiations the Parties discussed the issue of seniority of the employees engaged in Sears work.

The seniority of these employees was inconsistent. Some of these employees were on seniority lists at Branches and some were not.

In order to provide consistency and to ensure that the employees engaged in Sears work maintain and accumulate seniority, the Parties agree to the following:

- 1) An employee engaged in Sears work will be added to the seniority list of a Branch.
- 2) The employee in question shall be placed on the seniority list at a Branch based on their date of hire.
- 3) The Parties agree to decide which Branch each of the employees in question will be added to in the event they are not already on a Branch seniority list.
- 4) In the event the Parties cannot agree on the Branch or any other matter concerning this issue, whatever remains outstanding will be referred to the Arbitration.
- 5) These employees will be included in the calculation of the 60% guarantee as per E 16.06.

Agreed to this _____ in the City of New Westminster, British Columbia.

For the Company

For the Union

Glenn Thomsen

Keith Andrews

Alex Muselius

Kevin Hicks

Jonathan Butterworth

Kim Biel

Dale Witherly

Glenn Pii

Alex Aszody

Mark Misic

Pete Smith

LETTER OF UNDERSTANDING # 7

Between

WILLIAMS MOVING AND STORAGE

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 114

Re: Leave of Absence

The two (2) former Comercial employees, Chris Thomsen and Cameron McHugh will be granted LOA until January 31, 2015, by which date each shall return to work or resign and be removed from the seniority list. This is not a leave under E12.

Agreed to this _____ in the City of New Westminster, British Columbia.

For the Company

For the Union

Glenn Thomsen

Keith Andrews

Alex Muselius

Kevin Hicks

Jonathan Butterworth

Kim Biel

Dale Witherly

Glenn Pii

Alex Aszody

Mark Misic

Pete Smith

GRIEVANCES CONCERNING PRODUCTIVITY COMPENSATION

The Company and the Union agree that the weight and compensable hours defined in the Productivity Compensation Schedule are based on the current average of productivity of the employees and is a starting point for continuous review and improvement based on the evidence. . The parties recognize that disputes concerning Productivity Compensation need to be dealt with expeditiously. The parties agree that the following process will be used as a substitute for the Arbitration provisions of Article (G) 4 – Arbitration of the collective agreement:

- 1) The Arbitrator shall have jurisdiction, on application of the Union, to deal with:
 - (a) Disputes relating to what is fair and reasonable compensation for any job coming under the Productivity Compensation Schedule.
 - (b) Disputes relating to what is fair and reasonable compensation for any job that does not come under a specified term of the Productivity Compensation Schedule and is not covered in the collective agreement.
 - (c) Disputes relating to what is fair and reasonable compensation for any job that has adverse conditions not identified in the Productivity Compensation Schedule.
 - (d) Disputes relating to the weight determined by on-site verification.
 - (e) Disputes relating to whether or not an employee, PORO or Lease Operator's earnings have been unfairly impacted by the Productivity Compensation Schedule.
- 2) In the event a hearing is necessary the date will be within ten (10) days of the application unless there is mutual agreement by the parties for a later date.
- 3) The hearing shall be conducted in accordance with the following:
 - (a) All material evidence and argument shall be submitted as the parties may offer and be considered.
 - (b) There shall be no formal evidence rules.
 - (c) Whenever possible, the Arbitrator will attempt to mediate a settlement between the parties.
 - (d) In the event mediation fails, or is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. The Arbitrator is encouraged to meet with the spokespersons of both parties to explain the framework of the Arbitrator's decision. The parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specific case.

- (e) In the event a decision is not rendered in (d) above, the Arbitrator shall issue a decision within forty-eight (48) hours after the conclusion of the hearing (excluding Saturdays and Sundays and Statutory Holidays).
 - (f) The Arbitrator shall have the power to waive any formal or technical objections in order to determine the real matter in dispute and to render a decision which the Arbitrator deems fair and reasonable.
 - (g) The Arbitrators decision shall be final and binding on the parties.
- 4) The Company agrees to pay the lost time for the any employee and Shop Steward present at any investigation, meeting or hearing involving a dispute with the Productivity Compensation.
 - 5) The Company agrees to pay sixty percent (60%) of the cost of the Arbitrator and the Arbitration hearing. The Union agrees to provide hearing rooms plus forty percent (40%).
 - 6) The named Arbitrator for disputes with the Productivity Compensation shall be Brian Foley or another Arbitrator mutually agreed to by the parties.

TWO MONTH GENERAL AND PARALLEL APPLICATION REVIEW ENDING FEBRUARY 29, 2012

The Company and the Union agree that the weight and compensable hours defined in the Productivity Compensation Schedule are based on the current average of productivity of the employees and is a starting point for continuous review and improvement based on the evidence.

The Company agrees that throughout the first two (2) months of the parallel application of the Productivity Compensation Schedule and the applicable provisions of the collective agreement concerning pay, there will be a review of the data collected each two (2) weeks.

This review will take place with the Productivity Compensation Committee of the Union (selected by the Union) and the Company. The Company will share all data collected during the period. The review will take place on Company time, paid by the Company.

The data collected will be compared to the Productivity Compensation Schedule. In the event the data collected during the review period shows that an average of any of the standards, weights or specified activities unfairly impacts the earnings of the employees, the Company agrees to amend the Productivity Compensation Schedule to correct this. This means that the weight per hour will be adjusted downward or the travel time and other specified activities (elev/stair, long carry and shuttle) being adjusted upward in accordance with the evidence.

In the event there is a dispute on any of the issues, the parties agree to refer the matter to Arbitration.

The jurisdiction of the Arbitrator will be as follows:

- 1) Determine if the earnings of employees have been unfairly impacted as a result of the Productivity Compensation Schedule.

2) What remedy is appropriate under the circumstances.

All other Arbitration provisions of the Collective Agreement will apply except as follows:

- 1) The Company agrees to pay the lost time for the any employee and Shop Steward present at any investigation, meeting or hearing involving a dispute with the Productivity Compensation.
- 2) The Company agrees to pay sixty percent (60%) of the Arbitrator and the Arbitration hearing. The Union agrees to provide hearing rooms plus forty percent (40%).
- 3) The named Arbitrator for disputes with the Productivity Compensation shall be Brian Foley or another Arbitrator mutually agreed to by the parties.

PORO'S

Line Item	Rural Company Equipment	Rural Poro Equipment	Metro Company Equipment	Metro Poro Equipment
Packing CWT	\$13.89	\$15.00	\$13.89	\$15.00
Container Loading	\$7.48	\$8.67	\$9.14	\$11.44
Container Unloading	\$6.17	\$7.25	\$7.83	\$10.05
Unpacking CWT	\$2.81	\$3.00	\$2.81	\$3.00
Local Move	\$11.75	\$12.74	\$13.65	\$15.92
Local Fuel Surcharge				
Shuttle				
Local P/U Charge	\$0.00	Included in tariff	\$0.00	Included in tariff
Unit Pack				
2 Cube	\$11.70	\$12.68	\$11.70	\$12.68
4 Cube	\$16.45	\$15.87	\$14.65	\$15.87
5 Cube	\$17.27	\$18.71	\$17.27	\$18.71
6 Cube	\$17.84	\$19.33	\$17.84	\$19.33
China Carton	\$32.26	\$34.95	\$32.26	\$34.95
Small Mirror Carton	\$16.43	\$17.80	\$16.43	\$17.80
Large Mirror Carton	\$18.77	\$20.34	\$18.77	\$20.34
Wardrobe	\$23.33	\$25.28	\$23.33	\$25.28
TV Carton	\$119.06	\$128.99	\$119.06	\$128.99