

COLLECTIVE AGREEMENT

Between:

VICTORIA VAN AND STORAGE CO. LTD.

And:



Victoria Van & Storage
Co. Ltd.

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



www.caw.ca

April 1st, 2011 to March 31st, 2012

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – BARGAINING AGENCY	1
1.02 Union Membership	1
1.03 No Contracting Out	1
1.04 Bargaining Unit Work	1
1.05 Dues Check Off	2
1.06 Deductions	2
1.07 Paid Education Leave	2
ARTICLE 2 – MANAGEMENT	2
2.01 Management Rights	2
ARTICLE 3 – SENIORITY	3
3.01 Seniority Established	3
3.02 Seniority Applied	3
3.03 Specific Application	3
3.04 Seniority Lost	3
3.05 Seniority List	4
3.06 Information Updates	4
ARTICLE 4 – BULLETINING AND FILLING POSITIONS	4
4.01 Vacancies Posted	4
4.02 Trial Period	4
4.03 Use of Current Employees	4
4.04 Shop Steward Notification	4
ARTICLE 5 – SAFETY AND HEALTH	5
5.01 Occupational Health and Safety	5
5.02 Maintenance of Equipment	5
5.03 Safety Meetings	5
5.04 Safety Equipment Provided	5
5.05 Health and Safety Training	5
5.06 Investigations	5
5.07 Facilities	6
5.08 Accidents and Injuries on the Job	6
ARTICLE 6 – GRIEVANCE PROCEDURE	6
6.01 Grievances	6
6.02 Definition of a Grievance	6
6.03 Time off to Investigate	6
6.04 Shop Steward Recognition	7
6.05 Individual Grievance	7
6.06 Policy/Group Grievance	8
6.07 Working Day	8
6.08 Time Limits	8
6.09 Time Limits Extension	8
6.10 Suspension or Dismissal	8
6.11 Arbitration	9
6.12 Mediation/Arbitration	10
6.13 Single Arbitrator	10

ARTICLE 7 – STATUTORY HOLIDAYS	11
7.01 Statutory Holiday Worked	11
7.02 Statutory Holiday Not Worked	11
7.03 Statutory Holiday Defined	11
ARTICLE 8 – ANNUAL VACATIONS	12
8.01 Annual Vacation	12
8.02 Vacation Calculated	12
8.03 Banked Overtime	12
8.04 Number of Employees Allowed Off	12
8.05 Assignment of Vacation	13
ARTICLE 9 – HEALTH BENEFIT PLANS	13
9.01 C.H.I.P.S.	13
9.02 Weekly Indemnity	13
9.03 Long Term Disability	13
9.04 Extended Health Benefits	13
9.05 Medical Services Plan of British Columbia	13
9.06 Dental Plan	13
9.07 Cost Sharing	14
9.08 Employee Contributions	14
9.09 Held Safe	14
9.10 Eligibility	14
ARTICLE 10 – MISCELLANEOUS	14
10.01 Right to Reuse to Cross a Legal Picket Line	14
10.02 Lockers	14
10.03 Clothing	14
10.04 Tools	14
10.05 T4 Slips	15
ARTICLE 11 – MEAL PERIODS AND RATES	15
11.01 Meal Allowances	15
11.02 Overtime Meal Allowances	15
11.03 Ferries	15
11.04 Meal Period	15
11.05 Coffee Breaks	16
ARTICLE 12 – WAGES AND HOURS OF WORK	16
12.01 Wages	16
12.02 Casual Employees	16
12.03 Work Week	16
12.04 Overtime	17
12.05 Scheduling of 10 Hour Shifts	17
12.06 8 Hours Off Between Shifts	17
12.07 Office Moves & Weekend Work	17
12.08 Minimum Call Out	18
12.09 Driving Work	18
12.10 Assignment of Hours	18
12.11 Banking of Overtime and/or Saturday Work per Article 12.04	18
12.12 Long Distance Moving	18
12.13 Conditions for Long Distance Moving	19
ARTICLE 13 – REPORTING SICK	19
13.01 Reporting Sick	19

ARTICLE 14 – LEAVES OF ABSENCE	19
14.01 Bereavement Leave	19
14.02 Jury and Witness Duty	19
14.03 Other Leaves	20
14.04 Union Leaves	20
14.05 Leave for Full Time Union Office	20
14.06 Maternity and Paternity Leave	20
14.07 Compassionate Leave	20
ARTICLE 15 – HUMAN RIGHTS AND HARASSMENT	21
15.01 Discrimination/Harassment Prohibited	21
15.02 Definition of Harassment	21
15.03 Complaint Procedure	21
15.04 Right of Arbitration	22
15.05 No Ability to Modify the Agreement	22
15.06 External Redress	22
ARTICLE 16 – DURATION OF AGREEMENT	22
16.01 Duration of the Agreement	22
16.02 Exclusions	22
APPENDIX A	24
LETTER OF UNDERSTANDING #1	25
Re: Benefits	25
LETTER OF UNDERSTANDING #2	26
Re: Vacation for Rick Myra	26
LETTER OF UNDERSTANDING #3	27
Re: Owner-Operators	27
LETTER OF UNDERSTANDING #4	28
Re: General	28

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 employee, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to 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 1 – BARGAINING AGENCY

1.01 Sole Bargaining Agent

The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement, employed by Victoria Van and Storage Co. Ltd. and Blue and White Moving and Storage Ltd. and that properly qualified representatives of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

1.02 Union Membership

It is hereby mutually agreed that all employees affected by this Agreement who are at present not members of the Union shall, as a condition of employment, become and remain members of the Union after thirty (30) working days after the adoption of this Agreement. All regular, full-time employees hired after the adoption of this Agreement shall, after thirty (30) days become and remain members of the Union. The employment of any employee who fails to become or remain a member of the Union as above provided shall be forthwith terminated by the Company.

1.03 No Contracting Out

The Company shall not contract out bargaining unit work that would result in the lay-off or displacement of regular employees.

1.04 Bargaining Unit Work

Management, supervisors and/or other non-members of the bargaining unit shall not perform bargaining unit work when employees are available for call-in, except in an emergency or for training purposes. For the purposes of this Article, repetitive and/or cyclical use of management, supervisors and/or other non-members of the bargaining unit shall not be deemed to be emergencies.

1.05 Dues Check Off

The Company agrees to check-off initiation fees and dues in accordance with the provisions of the Labour Relations Code of British Columbia, Section 16. Deductions so made will be forwarded to the Secretary-Treasurer of the Union, or such person as that official may designate.

1.06 Deductions

The Company agrees to deduct an amount equal to the union dues paid by union members, from all casual employees who earn two hundred dollars (\$200.00) or more per month. Deductions so made will be forwarded to the Secretary-Treasurer of the Union, or such other person as that official may designate.

1.07 Paid Education Leave

The Company agrees to pay, on a quarterly basis, one (1¢) cent per hour for all hours worked, into a trust fund established by the National Union. The cheques will be mailed to the Canadian Paid Education Program, 205 Placer Court, Toronto, Ontario, M2H 3H9 and made out to the CAW Leadership Training Fund.

The Company agrees that members of the bargaining unit selected by the Union to attend the four (4) week program covering twenty-two (22) days shall be granted sufficient leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Members of the bargaining unit selected by the Union to attend one (1) or two (2) week courses, weekend of area schools, shall be granted necessary leave of absence to attend these classes. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 2 – MANAGEMENT

2.01 Management Rights

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

1. To maintain order, discipline and efficiency.
2. To hire, discharge for just and reasonable cause, classify, suspend for just and reasonable cause, direct or transfer, 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 Article 6 (Grievance Procedure).
3. To increase and decrease the working force.

4. 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 this will not contravene any other Article or Section of this Agreement and subject to the provisions of Article 6 (Grievance Procedure).
5. 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.
6. All accidents and damage to Company owned vehicles and equipment must be reported to the Company within a reasonable length of time of the incident or disciplinary action will be taken against the employee.

ARTICLE 3 – SENIORITY

3.01 Seniority Established

Seniority shall be established from the date of employment upon successful completion of a probationary period of three hundred and fifty (350) hours worked. Employees who work one thousand, five hundred and sixty (1,560) hours or more in a calendar year shall be placed in seniority ranking on schedule A list. Employees who work less than one thousand, five hundred and sixty (1,560) hours or more in a calendar year shall be placed in seniority ranking on schedule B list. Schedule A Employees shall be assigned work as per article 3.03 prior to schedule B Employees.

3.02 Seniority Applied

Promotions or reductions of staff shall be governed by seniority provided an employee has sufficient ability to perform the necessary work.

3.03 Specific Application

The Company reserves the right to use the employee it feels best suited for specific jobs, however in application of this rule, the Company shall at all times endeavour to apply the principle of seniority in making such selection.

3.04 Seniority Lost

1. Voluntarily resigns
2. Terminated from employment and not reinstated under the terms of the Collective Agreement.
3. Lay-off and not recalled within six months for employees with less than one year of seniority.

one year service. Lay off and not recalled for twelve (12) months for employees with one (1) year service or more.

4. Absent without leave for three consecutive shifts.
5. No available for work for thirty (30) continuous days unless on approved leave.

3.05 Seniority List

The Company agrees to provide to the Union a complete seniority list on February 28th in each calendar year or upon request.

3.06 Information Updates

Employees are required to provide to the employer an up to date telephone number and current address. Employees who fall under point five in article 3.04 shall be sent a letter by the Company advising them of their loss of seniority. Any challenge must be filed under the prescribed time limits of the grievance procedure.

ARTICLE 4 – BULLETINING AND FILLING POSITIONS

4.01 Vacancies Posted

The Company shall post all vacancies and newly created positions for a period of not less than seventy-two hours or three (3) working days. Any employee covered by the terms of this Agreement may apply for such position.

4.02 Trial Period

The successful applicant shall be on probation in his new job for thirty (30) days, during which time he may be returned to his former job, if he does not make satisfactory progress, or if he applies to the Company to be returned.

4.03 Use of Current Employees

The Company shall make all reasonable effort to qualify existing employees for positions before hiring new employees.

4.04 Shop Steward Notification

The Shop Steward will be advised of the assignments of the postings.

ARTICLE 5 – SAFETY AND HEALTH

5.01 Occupational Health and Safety

The Company agrees to provide a safe and healthy workplace for all employees and to provide proper training and education on safe working practices. 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.

5.02 Maintenance of Equipment

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 he considers to be in such condition as to endanger its safe operation and any such equipment to be repaired before being put back into service. All trucks will be supplied with heaters and adequate defrosting equipment.

5.03 Safety Meetings

Regular meetings of the Safety Committee shall be held in accordance with the Workers' Compensation Board regulations. The purpose of this meeting is to investigate and make recommendations for the improvement of safe work practices. Minutes shall be kept and posted on the bulletin board and a copy forwarded to the Union.

5.04 Safety Equipment Provided

The Company shall supply protective work gloves at no cost to the employee on an annual basis or as needed. The Company further agrees to supply surgical disposable gloves to those employees who are working in high risk areas of potential infection, i.e. Hospital. Employees shall ensure that work gloves issued are available for work at Victoria Van and Storage only.

5.05 Health and Safety Training

The Company shall pay for up to one (1) days lost time for the Safety Committee to attend the annual C.A.W. Health and Safety training course.

5.06 Investigations

Should an employee become a victim of an act of violence or threatened act of violence in the workplace, the Employer shall perform the following:

- (a) The Employer shall immediately conduct an investigation into the act or threatened act of violence.

- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident.
- (c) The Union shall be provided with a copy of this report.
- (d) No complainant shall suffer a loss of wages or benefits while the matter is pending resolution.
- (e) This Article does not limit Management's ability to discipline employees.

5.07 Facilities

The Company shall provide clean sanitary toilet facilities with hot and cold running water and these facilities are to be properly maintained at all times.

5.08 Accidents and Injuries on the Job

When an employee meets with an incapacitating accident or injury during working hours, he shall be paid his full day's wages for the day of the accident, but shall refund to the Company any compensation benefits he may receive for the day.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Grievances

All grievances or disputes shall be attempted to be settled finally and conclusively by the Grievance Procedure described in this Agreement without a general stoppage of work.

6.02 Definition of a Grievance

A "Grievance" means any difference between the persons bound by the Agreement concerning its interpretation, application, operation or any alleged violation thereof, or any dispute, including any questions as to whether any matter is arbitrable or if any employee is treated unjustly.

6.03 Time off to Investigate

The Company will maintain the normal base wages of the following Company employee(s) only during their normal scheduled hours of work, when one or more of the following conditions are met:

- (a) One Union representative from the depot, where a hearing at Step 1 or 2 of the grievance procedure is being held;

- (b) One Union Representative, when specifically asked to attend by the Company;
- (c) The grievor(s) who attend a hearing at Step 1 or 2 of the grievance procedure.

6.04 Shop Steward Recognition

Union representatives shall be recognized in discussing any grievance or complaint of any employee. Such grievances or complaints shall be presented in the following manner:

6.05 Individual Grievance

(a) Step 1

If an employee and/or a Union representative has a grievance or complaint it will first be taken up verbally with the designated manager within fifteen (15) working days from the time of the employee and/or the Union representative became aware of the grievance or complaint, subject to leaves of absence, sickness, vacations, etc. The employee shall have the presence of a Union representative during any discussion of a grievance or complaint.

The designated manager shall give a written reply within five (5) working days of hearing the grievance or complaint.

(b) Step 2

If the grievance is not settled at Step 1, it shall be reduced to writing.

It shall state the specific nature of the grievance or complaint and the requested adjustment.

A meeting shall be scheduled between the Union and a designated Committee of Management within ten (10) working days from receipt of the appeal of the grievance or complaint.

The designated committee of Management shall attempt to adjust the grievance or complaint without delay, but shall give an answer in writing to the Union representative within five (5) working days after such a meeting.

If the grievance or complaint is not settled at this step, it may be advanced by the Union to arbitration, or any other procedure provided in the Labour Code of B.C.

The process of "investigative adjudication" will be used if both Parties agree.

6.06 Policy/Group Grievance

When the grievance has a general application or will affect more than one employee, Step One (1) of the grievance procedure shall be bypassed and the grievance shall be submitted in writing.

The Company and Union representatives shall meet within ten (10) working days of the receipt of the grievance. The Company shall reply to the grievance in writing within fifteen (15) working days of the hearing. If it is not settled at this stage, the grievance may be advanced to arbitration by the Union, or any other procedure provided in the Labour Code of British Columbia.

6.07 Working Day

Working days means "Monday to Friday and excludes Saturdays, Sundays and Statutory Holidays", as it relates to time limits in the Grievance Procedure.

6.08 Time Limits

Any grievance or complaint which has been answered in Steps 1 or 2, shall be considered settled on the basis of the last answer given unless appealed to the next step, "investigative adjudication" or arbitration.

The time limits for submitting a written appeal shall be ten (10) working days after Step 1; fifteen (15) working days after Step 2 and twenty (20) working days after a grievance having a "general application" is answered by the designated Committee of Management.

6.09 Time Limits Extension

Those "time limits" specified in the different stages of this grievance procedure may be amended by mutual agreement between the parties.

6.10 Suspension or Dismissal

- (a) No employee shall be dismissed nor otherwise disciplined except for just cause.
- (b) The Union shall receive a copy of all disciplinary notices. The Union shall have the right to seek clarification of such notices.

- (c) When the Company schedules an "investigative hearing" into an incident or issue where suspension or dismissal would be reasonably contemplated, the Union shall be advised of the incident or issue involved and that a suspension or dismissal is intended.
Such notice shall be given to the Union and employee(s) not less than fort-eight (48) hours prior to the time and date of the hearing and the meeting shall take place as scheduled. The employee(s) shall have the right to produce witness(s) and evidence thereat.
- (d) If in the course of a normal interview evidence is adduced that would lead the supervisor or manager to contemplate suspension or dismissal, the employee(s) may be suspended or dismissed but, if the parties agree, the interview shall be adjourned. An investigative hearing shall be arranged at another agreed to date and time. The employee(s) shall have the right to produce witness(s) and evidence thereat.
- (e) If the Union disagrees with the Company's decision to suspend or dismiss an employee, the Union shall notify the Company within three (3) working days of the Company's decision.

Upon receipt of such notice, a meeting shall be convened within four (4) working days with the appropriate Manager or his/her nominee to review the dismissal or suspension. Within two (2) working days of the review meeting, the Company shall give the Union its written decision in the matter.

- (f) If, after the review, it is determined by the Company that no suspension or dismissal should have been invoked, the employee shall be reinstated with no loss of pay or benefits.
- (g) If, after the review, a decision by the Company is not considered just and equitable by the Union, notice to proceed to arbitration shall be given within ten (10) working days from the date of the decision. The process of investigative adjudication shall be used if both parties agree.
- (h) All written complaints about employees received by the Company shall be open to inspection by officers of the Union.

6.11 Arbitration

It is the intent of the parties to this Agreement to use a single arbitrator as a means of resolving disputes that are not settled in the grievance procedure and where the parties cannot mutually agree on the use of "mediation/arbitration" under Article 6.12.

6.12 Mediation/Arbitration

At any stage of the grievance procedure the Parties may mutually agree to assign any matter in dispute to the procedure set out below:

- (a) a list of arbitrators shall be agreed upon between the parties, and included in Letter of Agreement #3.
- (b) there shall be a random selection draw for an arbitrator from the list referred to in (a) above, for each hearing required to implement this procedure. All names shall then be returned to the list and the process shall continue with the next draw;
- (c) the dispute cases shall be numbered and heard in order of their becoming a dispute. A maximum of three cases shall be heard at any one hearing;
- (d) the hearings shall be held at a location agreed to by the parties;
- (e) the Company and the Union respectively shall name any person of their choosing to represent their respective interests at hearings held hereunder;
- (f) the Parties, through their respective representatives, will attempt to agree on a written statement of facts in the dispute prior to the hearing.

In the event that the parties are unable to agree on a written statement of facts, each shall provide to the other, at least five (5) days prior to a hearing hereunder, a written outline of the evidence they intend to present to permit the other to prepare for the hearing;

- (g) in the event that the arbitrator determines that a written decision is necessary, such decision shall be brief and to the point; and
- (h) the decision of the arbitrator shall be binding on both parties.

6.13 Single Arbitrator

In the event that a grievance is to be adjudicated by a single arbitrator, the parties to this agreement shall attempt to agree on naming the arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration.

Should the parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour upon the request of either party.

The arbitrator shall proceed as soon as practical and his decision shall be final

and binding upon the parties and upon the employee (assent) affected by it.

ARTICLE 7 – STATUTORY HOLIDAYS

7.01 Statutory Holiday Worked

All work performed on a statutory holiday will be paid at the rate of one and a half times the employee's regular rate of pay. This rate of pay is in addition to the employee's normal pay for statutory holidays.

7.02 Statutory Holiday Not Worked

Statutory holidays not worked by regular full-time employees shall be paid at the rate of a normal day's pay.

7.03 Statutory Holiday Defined

The statutory holidays given under this contract shall be:

- New Year's Day,
- Good Friday,
- Victoria Day,
- Canada Day,
- B.C. Day,
- Labour Day,
- Thanksgiving Day,
- Remembrance Day,
- Christmas Day,
- Boxing Day,
- and any statutory holidays proclaimed by the Government of British Columbia.
- In addition to the statutory holidays mentioned herein, Heritage Day will be recognized as a paid holiday and will be taken on a "floater" basis during the month of February.

If this day should be declared by the Federal or Provincial Governments then whatever day is declared by them will be a fixed holiday from that day forward. The provisions of Clause 7.02 and Clause 7.03 will govern in the application of this holiday.

ARTICLE 8 – ANNUAL VACATIONS

8.01 Annual Vacation

The following provisions will govern the annual holidays;

- (a) Upon the completion of one year's service an employee shall receive two consecutive weeks vacation with 4% of his annual earnings.
- (b) After completing four (4) years continuous service the employee shall receive three (3) weeks vacation with 6% of his gross earnings for the year previous.
- (c) After completing eight (8) years continuous service the employee shall receive four (4) weeks vacation with 8% of his gross earnings for the year previous.
- (d) After completing twelve (12) years continuous service the employee shall receive five (5) weeks vacation with 10% of his gross earnings for the year previous.
- (e) After completing sixteen (16) years continuous service the employee shall receive six (6) weeks vacation with 12% of his gross earnings for the year previous.
- (f) (Letter of Understanding).

8.02 Vacation Calculated

Vacation pay shall be calculated out on the anniversary of the employee's starting date and thereafter shall be paid out upon written request by the employee.

8.03 Banked Overtime

For the purposes of this Clause, the utilization of banked overtime and holiday time will be considered as time worked.

8.04 Number of Employees Allowed Off

Only one employee at any one time shall be permitted to take vacation. Employees with three (3) weeks entitlement or more may take their vacation in a continuous period. This would be permitted provided there was only one employee off at one time.

All employees must post their holidays in writing by May 1st prior to the forthcoming Holiday Year or their rights to seniority (only as far as holidays) will be denied. It is agreed that from the 2nd week of June to the last week of

September, the Company will post a schedule of those days available for holidays.

8.05 Assignment of Vacation

The Company will assign holiday requests subject to the provisions of the agreement.

ARTICLE 9 – HEALTH BENEFIT PLANS

The Employer shall provide a Health Benefit Plan as outlined below.

9.01 C.H.I.P.S.

The Employer shall provide the C.H.I.P.S. Health and Benefit Plan as attached.

9.02 Weekly Indemnity

- (a) Weekly indemnity payments for being absent from work due to accident or sickness of 66.66% of weekly earnings,
- (b) Should an employee be off sick for a period of five (5) days or more the Company will pay him for the first three (3) days at a rate of 66.66% of weekly earnings.

9.03 Long Term Disability

A long term disability plan to provide for one thousand five hundred dollars (\$1,500.00) per month following expiration of weekly indemnity benefits up to the age of sixty-five.

9.04 Extended Health Benefits

Extended Health Benefits will be provided by the employer through the CHIPS Health and Welfare Plan.

9.05 Medical Services Plan of British Columbia

Medical Insurance will be provided according to the terms and conditions in the Medical Services Plan of British Columbia (M.S.P.).

9.06 Dental Plan

The Company will provide a Dental Plan under the Health Plan.

9.07 Cost Sharing

The Employer shall pay seventy percent (70%) and the employee thirty percent (30%) of the premium costs for the Health Benefit Plan.

9.08 Employee Contributions

Employee payments to be made by payroll deduction.

9.09 Held Safe

The Employer provides benefits as per the Collective Agreement but cannot be held liable for the decision of the carrier or his agents where a question of the application of the benefit is concerned. The Company is neither the carrier nor the guarantor for the carrier in any matters relating to benefit coverage.

9.10 Eligibility

Eligibility for CHIPS HEALTH AND WELFARE AND M.S.P. working 1560 hours per year upon one (1) year completed employment. Hours shall be calculated between March 1st and February 28th.

ARTICLE 10 – MISCELLANEOUS

10.01 Right to Reuse to Cross a Legal Picket Line

It shall not be a violation of this Agreement or cause for discipline or discharge if an employee refuses to cross a picket line which has been established in full compliance with the provisions of the British Columbia Labour Code.

10.02 Lockers

The Company shall ensure that each regular full-time employee has a locker for his own use. The lock shall be at the cost of the employee.

10.03 Clothing

Coveralls will be supplied and maintained by the Company. Where the Company requires uniforms, employees shall wear the uniforms and the Company agrees to supply the uniforms and pay for the cleaning of uniforms once every two (2) weeks. The uniforms will remain the property of the Company and must be turned in at the termination of employment.

10.04 Tools

A tool set will be supplied without cost to all regular full-time Van Foremen. The driver will be responsible for tools and replace any lost. The driver will be

responsible for assuring the tools are available for his use every working day. Should employment be terminated, the driver will return the tools to the Company.

10.05 T4 Slips

The employer shall include on each Income Tax Form (T4) issued to the employee the appropriate amount of union dues deducted by the employer placed in the applicable box on the form.

ARTICLE 11 – MEAL PERIODS AND RATES

11.01 Meal Allowances

Employees will receive minimum compensation of \$28.00 per day for meals while performing work out of town. The subsistence breakdown is as follows:

Breakfast	-	\$7.00
Lunch	-	\$8.00
Supper	-	\$13.00

Exceptions may be made to the above schedule at the discretion of the Company if the driver will provide proof of exceptionally high meal costs in certain B.C. areas.

11.02 Overtime Meal Allowances

When required to work over ten (10) hours locally, an employee shall be entitled to take a meal break deducting his time for such a break. All such breaks must be clearly indicated on the time sheet. A nine dollar (\$9.00) meal allowance shall be paid in cash by the Company at the beginning or end of the shift.

11.03 Ferries

Where a trip on a ferry to and from Vancouver Island is required, the driver and helper will take a minimum of one half (½) an hour meal break. The employee, while on the ferry, must perform all work pertaining to this trip: Drivers sheet and paper work, etc.

11.04 Meal Period

The meal period for employees performing work on or off the premises will be one-half (½) an hour.

11.05 Coffee Breaks

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

ARTICLE 12 – WAGES AND HOURS OF WORK

12.01 Wages

(a) Wages shall be paid in accordance with the following schedule:

Classification	April 1, 2011
Driver Mechanic	\$23.80
Driver Class 1	\$22.74
Driver or Foreperson	\$21.37
Senior Packer	\$19.60
Packer	\$18.39
Helpers	\$15.33
Casual	\$13.70

(b) Night Shift shall be defined as those hours between 20:00 and 5:00. Any employee who works any hours within that time frame shall receive a shift differential of \$0.64 for each hour worked.

(c) Pay day shall be the third working day of every other week. The cut off date will be on Sunday midnight.

12.02 Casual Employees

(a) A casual employee shall be defined under the terms of this agreement as an employee who does not hold regular employment with the Company;

(b) or earns less than \$200.00 per month as provided in Article 2.02.

12.03 Work Week

The work week shall be forty (40) hours – Monday through Saturday with two consecutive days as the assigned rest days (Saturday and Sunday or Sunday and Monday), except in the event of changing of shifts.

The changes to the individual driver's work week will be posted a minimum of one (1) week in advance. The work day shall be eight (8) consecutive hours excluding lunch break and shall be between the hours of 6:00 a.m. and 5:00 p.m.

12.04 Overtime

- (a) The first ten (10) hours of overtime in a scheduled work week (i.e. over forty (40) hours) shall be paid at the rate of time and one-half (1½) times the base rate. All time thereafter will be paid at double time.
- (b) When required by the Company for the purpose of competing for additional bargaining unit work, a volunteer list will be posted for Saturday work. Volunteers for such work shall be paid at regular, not overtime rates provided the shift does not exceed eight (8) hours in a day or forty (40) hours in a week. All hours scheduled on Saturday are voluntary. Straight time hours shall be scheduled in order of seniority first and then overtime hours in order of seniority.

12.05 Scheduling of 10 Hour Shifts

- (a) 10 hour shifts may be created when mutually agreed to between the shop steward and the employer.
- (b) A ten (10) hour shift will mean four (4) consecutive shifts followed by three (3) consecutive days of rest.
- (c) Where an employee is guaranteed forty (40) hours of work under Article 12.10 and who is assigned to do the work available in ten (10) hour shifts and refuses that assignment, he abrogates his right to the forty (40) hour guarantee for that week.
- (d) The person who is assigned to work the ten (10) hour shifts will be guaranteed forty (40) hours for that week.
- (e) The ten (10) hour shifts can commence at 05:00 hours.

12.06 8 Hours Off Between Shifts

Employees will be allowed a minimum break of eight (8) hours between shifts, otherwise they will be paid at the rate they were on at the conclusion of their previous shift. The eight (8) hour break will be taken unless otherwise directed by Management. Notice must be given to Dispatch.

12.07 Office Moves & Weekend Work

Employees engaged in office moves or week-end jobs will be allowed a supper break after ten (10) hours at the Company's expense.

12.08 Minimum Call Out

All employees called to work shall receive a minimum of four (4) hours pay.

12.09 Driving Work

Regular employees shall get first call on all driving work before casual employees are called to work.

12.10 Assignment of Hours

The Company shall guarantee sixty percent (60%) of all regular full-time employees who are available for work and including those on paid vacations, a minimum of forty (40) hours per week.

12.11 Banking of Overtime and/or Saturday Work per Article 12.04

- (a) Employees electing to bank overtime and/or time from volunteer straight-time Saturday work must inform the company prior to March 31st. Once committee an employee must remain on the banking system for the period of one (1) year (April 1st to March 31st).
- (b) Overtime will be banked on the basis of one and one-half (1½) hours off with pay for every hour worked at the time and one-half rate and two (2) hours off with pay for every one (1) hour worked at the double time rate.
- (c) Such accumulated time off will be taken at the employee's option providing that it does not interfere with the Company's operation or the holiday schedule.
- (d) Should an employee be terminated for any reason the unused portion of any accumulated overtime will be returned to him on his final pay cheque.

Overtime shall be allocated wherever possible in a voluntary manner provided, however, that upon reaching the bottom of the line with respect to seniority the employees shall be required to work overtime.

12.12 Long Distance Moving

The employer and the Union agree that where an alternate pay schedule or where a flat rate may be applicable, the employer and the Shop Steward shall meet and agree upon the rate and the terms and conditions for that rate.

12.13 Conditions for Long Distance Moving

The conditions for Long Distance Moving are contained in Appendix A and B of this Agreement. Long distance moving shall mean any move that goes beyond a one hundred (100) mile radius exclusive of Vancouver Island.

ARTICLE 13 – REPORTING SICK

13.01 Reporting Sick

The employee is required to notify the Company prior to the working day if he is unable to work his assigned shift.

An employee reporting sick shall report to the Company at least one-half (½) hour prior to the starting time for his shift unless circumstances are beyond the control of the employee.

An employee returning to work following an illness must notify the Company on the day prior to his availability.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Bereavement Leave

Employees shall be granted a maximum of three (3) days bereavement leave of absence with pay for the loss of a brother, sister, wife, mother, father, children, mother-in-law and father-in-law.

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

An employee shall be extended a leave of absence when necessity is established.

14.02 Jury and Witness Duty

Employees who are called for jury duty or subpoenaed shall be compensated at their regular rate of pay. Employees shall be required to turn over to the Company the remuneration received for performing jury duty in the application of this Clause.

14.03 Other Leaves

All employees desiring leave of absence for reasons other than injury or sickness, must obtain permission, in writing, from the Company in order to maintain their seniority rights and any employee not complying with this clause shall forfeit his seniority rights and his name will be stricken from the seniority list.

14.04 Union Leaves

Employees shall be granted leave of absence without pay nor loss of seniority or their benefits for a maximum of one (1) calendar week, to attend Union meetings and Union conventions.

14.05 Leave for Full Time Union Office

Subject to replacement of an employee of equal calibre, any employee elected or appointed to a full-time position with the CAW-Canada shall be granted an indefinite leave of absence, providing thirty (30) days notice is given the Company prior to the beginning of such leave.

During such leave, seniority shall accumulate, welfare benefits shall be suspended after thirty (30) days of such leave and annual vacation benefits shall be suspended immediately.

They will both again be in effect the first day returning to work.

Such an employee will be reinstated on his former job, providing he is capable and his job is still in existence. If not, they shall be eligible to apply for any job within the bargaining unit by means of the existing bidding procedure.

14.06 Maternity and Paternity Leave

Maternity and parental leave provisions to be Employment Standards Legislation as of April 1, 2003. Any future improvements shall be added to this agreement.

The Employer shall maintain all benefits during Maternity and Parental Leave.

14.07 Compassionate Leave

The Employer shall grant an eight (8) week unpaid leave of absence for compassionate care commiserate with the E.I. provisions.

ARTICLE 15 – HUMAN RIGHTS AND HARASSMENT

15.01 Discrimination/Harassment Prohibited

The Company and the Union agree that discrimination and/or harassment of any employee because of colour, race, ancestry, national origin, political beliefs, religion, age, marital status, family status, sex “including sexual harassment and pregnancy” sexual orientation, physical or mental, criminal or summary convictions is absolutely prohibited.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment.

Action contravening this policy will constitute grounds for discipline.

15.02 Definition of Harassment

The definition of harassment is behaviour which denies the employee their dignity and respect; or, is abusive or demeaning or unwanted, unwelcome, unsolicited sexually oriented behaviour including:

- (a) Touching which is expressed to be inappropriate and unwanted
- (b) Suggestive remarks or other verbal abuse with a sexual connotation
- (c) Demands for sexual favours
- (d) Physical assault
- (e) Bullying

15.03 Complaint Procedure

Any complaint involving allegations of harassment may be reported in confidence directly to the Manager, the Company’s Labour Relations Representative and/or the Union.

All complaints will be investigated promptly, thoroughly and in a manner that protects the privacy interest of all involved – the accused offender as well as the complainant.

The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures.

The individual accused of harassment has the right to know and respond to all allegations.

The Company will take actions it considers appropriate to resolve the complaint. Should the complainant decide appropriate action has not been taken; a grievance may be filed and admitted at Step 3 of the grievance procedure.

15.04 Right of Arbitration

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:

- (a) Dismiss the complaint or grievance;
- (b) Determine the appropriate redress regarding the complaint or grievance

15.05 No Ability to Modify the Agreement

In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the collective agreement in any respect.

15.06 External Redress

Nothing in this Article shall be considered to negate the entitlement of any employee to seek redress through external legal avenues.

ARTICLE 16 – DURATION OF AGREEMENT

16.01 Duration of the Agreement

The Agreement shall be effective from and after the 1st day of April 2011 until the 31st day of March 2012, and thereafter 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 as provided in the Labour Code of the Province of British Columbia.


Within ten (10) days after receipt of such notice the parties hereto shall begin negotiations unless an extension of time is mutually agreed upon.

16.02 Exclusions

The parties signatory hereto agree to exclude the operation of section 50(2) and (3) of the Labour Code of B.C.


SIGNED this 12th day of July, 2011, in the City of Victoria in the Province of British Columbia.

FOR THE COMPANY



Bob Skillings
Owner
Victoria Van and Storage Ltd.

FOR THE UNION



Tom Leroux
Bargaining Committee,
CAW Local 114



Stu Shields
National Representative,
CAW Canada

APPENDIX A

This Appendix shall remain in effect as below pending agreement on new language.

- (a) All fuel charges through Driver's personal credit cards except for unusual circumstances.

Extra Long Haul units required in Spring, Summer and Fall use the following schedule where the Company owns the power unit.

Driver is responsible for Labour, fuel, Taxes, Claims and use of his own credit cards.

Revenue is based on current Distribution of Revenue Standard:

- (i) 80% of Loading and Unloading Schedule
 - (ii) 50% of Mileage Rates
 - (iii) 90% of Excessorial Rates in the "Distribution of Revenue" schedule
- (b) Rates for hauling in B.C. and Alberta over 100 mile radius of Vancouver Island.

Revenue

\$0.05 per travelled mile

\$2.50 per 100 lbs. for Loading and Unloading

The Company pays the following Expenses:

- (a) Labour
- (b) Meals – up to \$28.00 per day
- (c) Accommodations – up to \$50.00 per day
- (d) Ferry Fee
- (e) Tolls
- (f) Fuel

Exceptions shall be as per Article 11.01

LETTER OF UNDERSTANDING #1

Between:

VICTORIA VAN & STORAGE

And:


CAW-CANADA LOCAL 114

Re: Benefits

The Company will offer Benefit coverage to Wayne Jackson and any other employee who achieves an average of one hundred and forty (140) hours per month for three (3) consecutive months. Should the hours fall below one hundred and forty (140) hours in any month, the Employer shall notify the C.H.I.P.S. Administrator and a letter shall be provided by C.H.I.P.S. offering the employee benefit continuation at 100% of the premium. Once the employee re-qualifies the waiting period shall be waived.


SIGNED this 12th day of July, 2011, in the City of Victoria in the Province of British Columbia.

FOR THE COMPANY



Bob Skillings
Owner
Victoria Van and Storage Ltd.

FOR THE UNION



Tom Leroux
Bargaining Committee,
CAW Local 114



Stu Shields
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #2

Between:

VICTORIA VAN & STORAGE

And:

CAW-CANADA LOCAL 114

Re: Vacation for Rick Myra

It is agreed by the parties that Rick Myra shall continue to receive vacation as follows:

Upon completing sixteen (16) years of service employees will receive one (1) additional days holiday with day for each additional year's service with the Company.

It is further agreed that such additional holidays shall be capped at a maximum of eight (8) weeks in total.

SIGNED this 12th day of July, 2011, in the City of Victoria in the Province of British Columbia.

FOR THE COMPANY



Bob Skillings
Owner
Victoria Van and Storage Ltd.

FOR THE UNION



Tom Leroux
Bargaining Committee,
CAW Local 114



Stu Shields
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #3

Between:

VICTORIA VAN & STORAGE

And:

CAW-CANADA LOCAL 114

Re: Owner-Operators


The Company and the Union agree that should the Company hire an owner operator, the terms and conditions shall be negotiated at that time subject to the grievance procedure.

The Company agrees that no more than one owner operator shall be hired during the life of the collective agreement. An owner operator shall be required to pay Union dues as set out by CAW Local 114.

The Company shall provide to the owner operator a list of the current bargaining unit members. Upon engagement the owner operator shall make every reasonable attempt to use an available bargaining unit member in the performance of work in the greater Victoria area. Should the owner operator be unable to contact a bargaining unit member the operator is free to hire casual labour as needed.


SIGNED this 12th day of July, 2011, in the City of Victoria in the Province of British Columbia.

FOR THE COMPANY



Bob Skillings
Owner
Victoria Van and Storage Ltd.

FOR THE UNION



Tom Leroux
Bargaining Committee,
CAW Local 114



Stu Shields
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #4

Between:

VICTORIA VAN & STORAGE

And:

CAW-CANADA LOCAL 114

Re: General


The Employer agrees that union dues, health and welfare premiums, and paid education leave shall be paid by the 15th of the month following the month in which the deduction is made.

There shall be a late payment penalty charge of one percent (1%) per month shall apply.

The Employer agrees to pay one hundred percent (100%) of the cost of printing the Collective Agreement up to a maximum of two hundred dollars. (\$200.00).


SIGNED this 12th day of July, 2011, in the City of Victoria in the Province of British Columbia.

FOR THE COMPANY




Bob Skillings
Owner
Victoria Van and Storage Ltd.

FOR THE UNION



Tom Leroux
Bargaining Committee,
CAW Local 114



Stu Shields
National Representative,
CAW Canada