

Alex M.

Collective Agreement

between

St. George Transportation Ltd.

and

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
CAW Local 114

CAW  TCA
CANADA

April 1, 2008 to March 31, 2011

03523(10)

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TABLE OF CONTENTS

PREAMBLE..... 1

ARTICLE 1 - UNION SECURITY..... 1

ARTICLE 2 - DEFINITION OF EMPLOYEES AND CLASSIFICATIONS..... 5

ARTICLE 3 - SENIORITY 7

ARTICLE 4 - PROMOTION, DEMOTION & TRANSFER..... 8

ARTICLE 5 - OVERTIME..... 10

ARTICLE 6 - OCCUPATIONAL HEALTH AND SAFETY 12

ARTICLE 7 - GRIEVANCE PROCEDURE 13

ARTICLE 8 - STATUTORY HOLIDAYS..... 15

ARTICLE 9 - ANNUAL VACATION..... 17

ARTICLE 10 - BENEFIT PACKAGE..... 19

ARTICLE 11 - LEAVES..... 21

ARTICLE 12 - UNIFORMS AND FOOTWEAR..... 22

ARTICLE 13 - JURY DUTY 23

ARTICLE 14 - ITEMS SUPPLIED..... 23

ARTICLE 15 - LUNCH BREAKS AND REST PERIODS..... 24

ARTICLE 16 - WAGES..... 25

ARTICLE 17 - RRSP CONTRIBUTIONS..... 28

ARTICLE 18 - SHIFTS AND SCHEDULING..... 29

ARTICLE 19 - PAY PERIODS AND PAYROLL..... 30

ARTICLE 20 - GENERAL PROVISIONS..... 30

ARTICLE 21 - MANAGEMENT RIGHTS..... 32

ARTICLE 22 - ALTERNATE LOCATIONS/ BRANCH MERGER 33

ARTICLE 23 - CANADIAN HEALTH INSURANCE PLAN SERVICES..... 34

ARTICLE 24 - CLASS 1 TRAINING PROGRAM.....	34
ARTICLE 25 - DURATION OF THE AGREEMENT.....	35
ARTICLE 26 - HEALTH, SAFETY AND ENVIRONMENT.....	35
ARTICLE 27 - HUMAN RIGHTS AND HARASSMENT.....	46
CLASSIFICATIONS AND JOB DESCRIPTIONS.....	50
LETTER OF UNDERSTANDING#1.....	53
Re: Work Guarantee	53
LETTER OF UNDERSTANDING# 2.....	55
Percentage Contractor (PORO)	55
APPENDIX "A" - SERVICES AGREEMENT.....	65
ADDENDUM "A" - DOMESTIC MOVES.....	76
ADDENDUM "B" - INTERNATIONAL MOVES.....	79
ADDENDUM "E" - PERCENTAGE.....	83
LETTER OF UNDERSTANDING# 3.....	85
Re: Red Circled.....	85
LETTER OF UNDERSTANDING# 4.....	86
Re: Branch Merger.....	86
LETTER OF UNDERSTANDING# 5.....	89
Re: Current LO/ PORO.....	89
LETTER OF UNDERSTANDING# 6.....	90
Re: Ergonomics.....	90
LETTER OF UNDERSTANDING# 7.....	91
Re: Duty to Accommodate.....	91

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 II- UNION SECURITY

1.01 Sole Bargaining Agent

The Company recognizes the Union as the sole collective bargaining agent of the Employees covered by this Agreement. Qualified officers and committee persons elected or appointed by 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 who are affected by this Agreement.

1.02 New Employees

- (i) At the time of hire, the Company shall inform each new 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 a time mutually agreeable between the Parties.

- (ii) 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 twentieth (20th) of the following month, for the period for which the deductions were made. The Company shall also submit a list of all Employees with their current names and addresses for each Employee who is a member of the bargaining unit with the aforementioned dues.

1.03 New Leased Operator / PORO

- (i) At the time of hire, the Company shall inform each new Leased Operator/ PORO and their Employees of the presence of the Trade Union and that membership in the Union is a condition of employment. The Company shall provide to each new Leased Operator/ PORO and their Employees all documentation to commence their 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/ PORO and their Employee's date of hire.
- (ii) 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 twentieth (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/ POROs and their Employees with their current names and addresses for each Leased Operator/ PORO and their Employees who is/are a member of the bargaining unit with the aforementioned dues.

1.04 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.

1.05 No other Agreement

The Company agrees not to enter into any agreement or contract, verbal or written, with the Union Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be deemed null and void.

1.06 Union Leaves

Employees shall be granted leave of absence, without pay, to attend to Union business.

1.07 Refusal to Cross a Legal Picket Line

It shall not be a violation of this Agreement or cause for discipline or discharge if any Employee 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 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.

Refusal to cross an illegal picket line will be accepted if there are reasonable concerns of safety to people or equipment.

1.08 Union Label

It shall not be a violation of this Agreement for an employee to post the Union label in a conspicuous place in the cab of the vehicle or equipment he is operating. Placement of such label shall be by mutual agreement between the Parties.

1.09 Bargaining Committee

The Company shall pay fifty percent (50%) of lost wages for the Bargaining Committee including pre-bargaining days, for a maximum of three (3) bargaining committee members. The Union agrees that the Bargaining Committee shall represent classification and geographical areas.

1.10 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 three hundred and twenty five (\$325) dollars. Sufficient copies will be printed so as to supply all current Employees and anticipated Employee turnover, seventy five (75) copies supplied to the Union and additional copies necessary for the ongoing Collective Agreement administration.

1.11 Paid Education Leave (PEL)

The Company agrees to pay into the CAW Leadership Training Fund two cents (\$.02) (effective date of ratification) 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 (1st) day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

ARTICLE 2 - DEFINITION OF EMPLOYEES AND CLASSIFICATIONS

2.01 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 480 hours in any 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 480 hours worked in any period of nine consecutive months.

(e) Percentage of Revenue Operator (PORO):

As provided for and defined in the PORO section of this Agreement (see LOU # 2).



ARTICLE 3 - SENIORITY

3.01 Seniority Defined

Seniority shall be established and calculated from date of hire.

3.02 Vacancies filled through Seniority

Employees shall be scheduled to work and shall fill vacant positions based on their seniority, qualifications and ability.

3.03 Seniority Lists

A seniority list shall be posted every four (4) months and be subject to mutual agreement between the Union and the Company. Any questions of Employee seniority shall be dealt with within one (1) month of the seniority list being posted.

3.04 Seniority on Leaves of Absence

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 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 be obtained. Such leaves shall not be unreasonably denied.

Any Employee who is absent from work, for more than three (3) days without receiving permission from the Company shall be considered absent without a leave of absence as set out above and may be subject to discipline.

3.05 Seniority on Lay Off

Any Employee who has been laid off for a period in excess of nine (9) months will be removed from the seniority list.

3.05 Assignment of Daily Work by Seniority

- (a) For the purposes of clause 3.02, 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 Article 5.

ARTICLE 4 - PROMOTION, DEMOTION & TRANSFER

4.01 Seniority Applied

Promotions, reductions or restorations of staff shall be governed by the Employee's seniority, ability and qualifications to perform the work in question.

4.02 Company Reservations

- (i) The Company reserves the right to use the Employee it feels best suited for specific jobs. However, in

application of this rule the Company will apply the principle of seniority providing the Employee is classified to perform the work.

- (ii) The Company reserves the right to temporarily use Employees outside of their classification for work they are qualified to do provided that the Employee is paid at their regular rate of pay when working in a lower paying classification and paid the higher rate of pay when working in a higher paying classification.

4.03 Job Postings

The Company reserves shall post all jobs when necessary. Amendments to postings will be done as required by the Company. All postings will be posted on the Employee bulletin board for five (5) working days. In the event of a posting not being filled, the Company may fill the position with the junior qualified Employee. It is permissible to fill positions temporarily until the position is permanently filled after posting.

4.04 No Requirement to Purchase

The Company shall not require, as a condition of continued employment, that an Employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any Employee purchase or assume proprietary interest or other obligation in the business.

4.05 Leased Operators and Contractors

The Company may continue to hire Leased Operators, providing such hiring will not replace any qualified Employee. No qualified Employee will be laid off while Owner Operators or Third Party Companies are employed. Exceptions to this clause will be long distance Furniture Owner Operators and

Freight Owner Operators domiciled away from home terminal.

4.06 No Evasion of the Agreement

The Company agrees that it will not use any leasing device to a third party for the purpose of evading this Agreement.

If equipment is leased or hired, preference will be given to companies or individuals who are represented by the CAW.

ARTICLE 5 - OVERTIME

5.01 Allocation of Overtime

Overtime shall be allocated wherever possible in a voluntary manner, except that upon reaching the bottom of the seniority list the junior classified Employee available, on duty, shall be required to perform the work. To avoid any misunderstanding a signup list will be posted for anyone who wishes weekend overtime work. Anyone not signing list will be deemed unavailable for Saturday/Sunday overtime work.

5.02 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.

5.03 8 Hour Day

- (i) All Employees (drivers) working on long distance hauling will work an eight (8) hour day at straight time rates with time and one half (1.5) to be paid for all hours

over eight (8) hours in each day with driving time to be excluded for the purposes of overtime.

- (ii) All time spent on a ferry will be done on an hourly basis. Ferry time will not create overtime for that day.

5.04 All Other Work

For all other work, Employees will be paid straight time rates for the first eight (8) hours and time and one half (1.5) to be paid for all hours over eight (8) in each day. Any hours worked beyond ten (10) hours shall be paid at double time.

5.05 Overtime on Days Off

- (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) times 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.

5.06 Assigned Rest Day

Any Employee may volunteer to perform work on their assigned day of rest and Sunday work at their regular rate of pay (not overtime). A signup sheet will be posted for each day during the week prior. Any forced work on an assigned day of rest work will be paid in accordance with the Collective Agreement.

ARTICLE 6 - OCCUPATIONAL HEALTH AND SAFETY

6.01 Company's Obligations

The Company shall continue to make reasonable provisions for the safety and health of the Employees 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.

6.02 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 to 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.

6.03 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.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Time Limit to File

Any Employee, the Union or the Company may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved Parties. A grievance filed on behalf of the Union or the Company shall be submitted at clause 7.04 of the grievance procedure.

7.02 Assistance of the Steward

The Employee, with his/her Shop Steward, shall, within seven (7) working days, take up the matter with senior management, who shall give his/her reply in writing within seven (7) working days.

7.03 Assistance of a Union Representative

If the matter is not satisfactorily settled within twenty one (21) calendar days of receiving the decision under clause 7.02, then said matter shall be referred to an accredited representative for handling, who shall appeal in writing and orally to the most senior management, who shall give his/her reply within seven (7) working days. Failing a satisfactory settlement, the grievance may then be referred to a Board of Arbitration.

7.04 Board of Arbitration

In the event of disagreement after compliance with the aforementioned provisions, the grievance shall be reduced to writing and referred to a Board of Arbitration. The Board shall consist of one (1) member to be selected by mutual agreement of the Company and the Union. The Arbitrator

thus appointed shall be selected within five (5) working days (excluding Sundays and holidays) following receipt of the written request originating the arbitration procedure. In the event of failure of the Company and the Union to agree upon an Arbitrator, the parties involved shall request the Federal Department of Labour to appoint an arbitrator, further requesting that this appointment be made within seven (7) days of the date such request is received.

7.05 Decision of the Board

The decision of the Arbitration Board shall be final and binding.

7.06 Expenses of the Arbitrator

The expense of the Arbitrator shall be borne equally by the Company and the Union.

7.07 Procedural Rules of the Board

The Arbitration Board shall establish its own rules of procedure which must not, however, deny the right of hearing to the Parties involved in the dispute.

7.08 No Stoppage of Work

There shall be no stoppage of work while such differences are being settled.

7.09 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 5. 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 clause 18.04 and shall be paid accordingly, only if required by Management.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 Payment for Statutory Holidays

An Employee who works on a statutory holiday will be paid one and one half (1 ½) 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 a half (2 ½) times when working stat holidays.

8.02 Stats not Worked

Statutory holidays not worked by regular Full Time Employees shall be paid at the rate of a normal day's pay.

8.03 Stats on Saturdays and Sundays

Where a statutory holiday falls on a Saturday or a Sunday, a Friday or a Monday shall be designated as the holiday. In application of this Article the Company shall give as much advance notice as possible. If the Company requires a certain number of Employees to take the holiday on a Friday and others on a Monday, 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. Employees may volunteer to work at regular rate with another day given in lieu of the holiday. The day to be taken in lieu will be agreed upon between employee and Company prior to the statutory holiday.

8.04 Statutory Holidays Defined

Employees shall be paid the regular rate of pay for the following statutory holidays:

Christmas Day	Canada Day
Boxing Day	BC Day
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day

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

ARTICLE 9 - ANNUAL VACATION

9.01 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 percent (4%) 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 percent (6%) 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 percent (8%) 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 percent (10%) 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 percent (12%) of annual gross earnings, whichever is greater.

- (b) In order to be entitled to the “greater” amount of pay as provided for in 9.01 (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.

9.02 Maximum number on Vacation

Only three (3) Employees at any one time shall be permitted to take vacations during the months of June, July and August. During the months of June, July and August only one (1) Employee shall be permitted to take vacation during the first three (3) days of the month and the last five (5) days of the month. No Employee shall take more than two (2) weeks vacation during the period June to September inclusive. Holiday lists will be posted in December and dates will be allocated on the last working day in January.

Employees wanting to schedule a full week of vacation in any week pursuant to the foregoing shall be able to do so before an Employee wanting to schedule less than a full week of vacation.

Any Employee wanting to schedule less than a full week of vacation, in excess of the limitations as set out above, shall be done at the discretion of Management.

ARTICLE 10 - BENEFIT PACKAGE

10.01 Benefits Provided

(a) Group Life Insurance

Group life insurance coverage in the amount of twenty five thousand dollars (\$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 (1st) day of accident, or fourth (4th) day of sickness and continuing thereafter for a period of seventeen (17) weeks.

(ii) The cost of this premium is borne by the Company.

(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).
- (iii) Orthodontic services will be included in the Dental Plan with a maximum 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.
- (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 five dollars (\$5.00) and eighty percent (80%) payment on eligible charges, lifetime maximum fifty thousand dollars (\$50,000.00)

(9) Medical Services Plan

The cost of the premium for the Medical Services Plan shall be borne by the Company.

(g) Doctors Note

The Company has the option of requiring a doctor's

note if it has a legitimate concern of abuse.

(h) **Medical Coverage for Newer Hires**

The Company shall pay an Employee's basic provincial medical insurance premiums for his/her family, for Employee's 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 incurred a minimum of one thousand (1000) hours.

(i) **Premium Cost**

Effective with ratification the cost of the premiums shall be paid one hundred percent (100%) by the Company.

ARTICLE 11 - LEAVES

11.01 Amount of Bereavement Leave

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.

11.02 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 (clause 3.04 shall apply).

11.03 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 paid 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 12 - UNIFORMS AND FOOTWEAR

12.01 Clothing and Footwear Allowance for Full Time Employees

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

12.02 Part Time/ Probationary Employees

Part Time Employees shall be provided with a two hundred dollars (\$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.

12.03 Wearing Uniforms

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

12.04 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 clause 12.01 and clause 12.02 on the first pay period of the New Year.

12.05 Damaged or Worn Items

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

ARTICLE 13 -JURY DUTY

13.01 Compensation for Jury Duty

Employees who are called for jury duty shall be compensated for a maximum of one day's pay. 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.

ARTICLE 14 - ITEMS SUPPLIED

14.01 Tools Required

Each Full Time 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. First set of tools will be supplied by the Company. In the event of more than one Employee being on a job the senior Employee will supply the tools. If the senior Employee is not a Full Time Employee, the Company will provide the tools necessary for the day's work.

ARTICLE 15 - LUNCH BREAKS AND REST PERIODS

15.01 Rest periods

- (i) The Employees shall at their reasonable discretion be allowed to determine when or if to take at least one (1) continuous period for meals of not less than thirty (30) minutes nor more than one (1) hour in any one (1) day.
- (ii) No Employee shall be compelled to take any part of such continuous hour before he has been on duty three and one half (3 ½) hours or after he has been on duty five (5) hours. Wherever possible and desired by the Employee, lunch shall be one-half (½) hour.
- (iii) Lunch, whenever possible, should be taken at a time when waiting is required by the shipper/consignee if said waiting period falls within the established lunch time frame.
- (iv) An Employee will be allowed one cent (\$.01) per mile for food when away from home terminal hauling general freight for any period in excess of twenty (20) working hours.
- (v) In the case of Employees being away from home terminal on household goods moving, all reasonable expenses will be paid and meals to a maximum of thirty-five dollars (\$35.00) per day.
- (vi) At the start of a trip the Employee will be entitled to his/her first meal six (6) hours after leaving his/her home terminal.
- (vii) Meal allowance will be broken down to eight dollars (\$8.00) for breakfast, eleven dollars (\$11.00) for lunch and sixteen dollars (\$16.00) for supper.

(viii) Any Employee who works eleven (11) hours or longer shall be entitled to a paid meal as set out above, and, shall eat such meal on his/her own time.

15.02 15 minute Breaks

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

ARTICLE 16 - WAGES

16.01 Wages

- wage parity in BC and Alberta
- wage parity with Williams (rates and increases for 2008, 2009, 2010) as set out below

Effective ratification to March 31, 2009	Job Rate
Swamper 1	\$12.73
Swamper 2	\$14.60
Swamper 3	\$17.48
Warehouse Foreman	\$22.11
Tractor Trailer Drivers Class 1 with Air	\$22.34
Straight Truck Drivers Class 5 with Air	\$19.90
Straight Truck Drivers Class 5 no Air	\$18.57
Packers	\$19.90

April 1, 2009 to March 31, 2010	Job Rate
Swamper 1	\$12.99
Swamper 2	\$14.90
Swamper 3	\$17.83
Warehouse Foreman	\$22.56
Tractor Trailer Drivers Class 1 with Air	\$23.30
Straight Truck Drivers Class 5 with Air	\$20.30
Straight Truck Drivers Class 5 no Air	\$18.95
Packers	\$20.30

April 1, 2010 to March 31, 2011	Job Rate	
Swamper 1	\$13.51	4%
Swamper 2	\$15.50	4
Swamper 3	\$18.55	4
Warehouse Foreman	\$23.47	4
Tractor Trailer Drivers Class 1 with Air	\$24.76	6.3%
Straight Truck Drivers Class 5 with Air	\$21.12	4
Straight Truck Drivers Class 5 no Air	\$19.71	4
Packers	\$21.12	4%

Mileage Rates (Per Mile)	
Household	\$.50152
Sleeper Team (2-Person Operation)	\$.28186
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 one dollar and fifty cents (\$1.50) per hour.

NOTE 2: The Mileage rate shall be paid on any work where such work originates or terminates 50 miles or more from the Employee's home terminal (as per clause 16.03 and 16.04)

Average Retroactivity Payment (in lieu of retro):

Classifications(B.C. and Alberta)

Full Time Employee	\$500.00
Part Time Employee	\$200.00

16.02 Alternate Compensation

During the term of the Collective Agreement, the Union is willing to discuss possible alternative means of compensation for office moves at the Coquitlam depot (i.e., percentage of total contract revenue).

16.03 Trip Definition

Work that originates or terminates 50 miles from the Employee's home terminal shall be defined as a trip. For drivers, while travelling, mileage rates will apply. Hourly rates for the drivers shall apply to time at job sites. Employees who accompany drivers on trips shall be paid their hourly rate of pay in addition to their expenses. Travel time paid to employees shall not attract overtime premiums. Expenses, meals, accommodations shall be as per current practice.

16.04 Trip Pay

All Employees 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.

16.06 Ferry Time

Ferry Time (Driver vs. Employee):

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

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

ARTICLE 17 - RRSP CONTRIBUTIONS

17.01 Company Contributions

The Company will contribute to a Group Pension Plan for all Full Time Employees as follows:

Group Pension Plan

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

(2) As per Williams 2008/2009/2010 rates and increases

Pension: 2008 - 2011 C/A

Date of ratification	\$1.30 per hour
April 1, 2009	\$1.35 per hour
April 1, 2010	\$1.40 per hour

per hour to a maximum of two thousand and eighty (2080) hours per year, which will be matched by the Employee accordingly.

- (3) Participation in the Plan is optional and copies of the Plan shall be provided annually along with the Fund's performance documents and information.
- (4) Employees may choose an hourly contribution rate of less than the amounts as set out in point (2) above, and the Company will match that lesser contribution rate up to two thousand and eighty (2080) hours. An Employee shall not change the contribution rate more often than once every six (6) months.

ARTICLE 18 - SHIFTS AND SCHEDULING

18.01 40 Hour 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 changing of shifts.

18.02 Changes to the Schedule

The changes to the individual drivers work week will be posted no later than 3:00 p.m. on the Thursday of the week preceding the change.

18.03 Work Day

The work day shall be consecutive hours excluding the lunch break and shall begin between the hours of 5:00 AM and 6:00 PM. However, in the application of this Article, if it should become necessary, the Company and the Union

Committee can, by mutual agreement, agree to a change in the starting time of shifts: as much advance notice as possible shall be given to the Employee concerned.

18.04 6 Hour Minimum

All Employees called to work shall receive a minimum of six (6) hours pay unless notified of work cancellation after a reasonable attempt by the Dispatcher to contact the Employee.

18.05 10 Hours between Shifts

In the scheduling of shifts, no Employee shall be required to report for a shift that starts within ten (10) hours of the finish of the previous shift, but may do so on a voluntary basis.

ARTICLE 19 - PAY PERIODS AND PAYROLL

19.01 Definitions and Pay Stubs

Pay periods shall be Bi-Weekly, with pay day every second (2nd) Friday.

Payroll shall be done by regular cheques for all Employees. Fully itemized statements will be issued to the Employees with their cheque.

ARTICLE 20 - GENERAL PROVISIONS

20.01 Notice to the Employer

The Employee is required to notify the Company at least one (1) hour prior to the start of his/her work day if he/she is unable to work their assigned shift.

20.02 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.

20.03 No Smoking Policy

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

20.04 Alternate Work by Customer Request

It shall not be considered a contravention of the Agreement if, upon request of a customer (in writing), an Employee is removed from a job and replaced by a junior Employee, even though this may mean the senior Employee may not be called in. The Company will make every reasonable effort to provide alternate work for that individual.

20.05 Drivers Licence Suspension

Any Employee who suffers a driver's licence suspension, shall be assigned duties (when such duties are available) that does not require a driver's licence, when no other Employees are entitled to such work and only until the suspension period has elapsed.

20.06 Freight Mileage Trips

On freight mileage trips over one hundred fifty (150) road miles from Kelowna 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 sixty-six percent (66%) of the meals and 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 21 - MANAGEMENT RIGHTS

21.01 Management Rights

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

- (i) to maintain order, discipline for just and reasonable cause and efficiency;
- (ii) 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.

- (iii) 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.

- (iv) 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.

ARTICLE 22 - ALTERNATE LOCATIONS/ BRANCH MERGER

22.01 Alternate Locations

The Company may request an Employee report to duty at an alternate location(s) other than the Employer's home address, but the Employee must mutually agree to this arrangement. Should the Employee decline the request, then the normal practice shall prevail.

22.02 Branch Merger (see LOU # 4)

St. George/ Williams (agreed LOU # 4, see letter dated September 9, 2008)

ARTICLE 23 - CANADIAN HEALTH INSURANCE PLAN SERVICES

23.01 CHIPS

The Company will explore using the Canadian Health Insurance Plan Services (C.H.I.P.S.) for benefits.

ARTICLE 24 - CLASS ■ TRAINING PROGRAM

24.01 Training and Development

- (a) During the life of this Agreement, Swampers subject to the forgoing shall be eligible to train in any classification as set out in clause 16.01 of the Collective Agreement. When a Swamper trains and becomes qualified in that higher paying classification, that Swamper shall then be paid at the appropriate rate as set out in the Collective Agreement for all hours work in that classification.
- (b) 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 shall be deducted from the Employee's final cheque. Such deduction shall be on a pro-rated basis 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.

ARTICLE 25 - DURATION OF THE AGREEMENT

25.01 Duration

This Agreement shall be effective from and after the 1st day of April, 2008 to the 31st day of March, 2011. 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.

25.02 Notice of 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 26 - HEALTH, SAFETY AND ENVIRONMENT

26.01 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 clauses as "the Committee".

26.02 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 employer 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;
- (9) cooperate with the policy and work place committees or the health and safety representative;
- (g) report to the Company any thing 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.

26.03 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.

26.04 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 two (2) 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 5 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.

26.05 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.

26.06 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 clause 26.05 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 clause 26.06 and all employees affected by the refusal, and any direction under clause 26.05 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.

26.07 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, clause 1.11)

26.08 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

26.09 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.

26.10 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.

26.11 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.

26.12 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.

26.13 Ergonomics (see LOU # 6)

26.14 Duty to Accommodate (see LOU # 7)

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.

26.15 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.

26.16 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 27 - HUMAN RIGHTS AND HARASSMENT

27.01 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.

27.02 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.

27.03 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.

27.04 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.

27.05 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 1.5 days.

CLASSIFICATIONS AND JOB DESCRIPTIONS

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 to 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.

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 to 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.

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.

Packer

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

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.

Straight truck driver with Air

Must have all the skills, abilities and qualifications as a Straight truck driver, must possess on highway air brake endorsement.

Tractor Driver

Must have all the skills and qualification of a straight truck driver, must possess a BC 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.

SIGNED this 4th day of March, 2009 at New Westminster, BC.

For the Company:

Glenn Thomsen
St. George Moving and Storage

Alex Muselius
St. George Moving and Storage

Jeff Anderson
St. George Moving and Storage

Terry Kimble
St. George Moving and Storage

For the Union:

Ross Jonasson
CAW Local 114

Rob Cosgrave
CAW Local 114

Paul McCarthy
CAW Local 4050

Kevin Partridge
Local Representative
CAW Local 4050

Mark Mistic
Local Representative
CAW Local 114

Pete Smith
CAW-Canada
National Representative

LETTER OF UNDERSTANDING #1

Between

ST. GEORGE TRANSPORTATION LTD

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCALS 114 / 4050

Re: Work Guarantee

The Parties agree that any Employees covered by the provisions of the clause 18.01 of the Collective Agreement at the date of signing this Agreement, shall continue to be covered by the 60% guarantee as set out below:

The Company shall guarantee sixty percent (60%) of all Regular Full Time non laid off Employees who are available for work and including those on paid vacations a minimum of forty (40) hours per week.

It is agreed that no further Employees shall be covered by the guarantee, and, as members drop off the seniority list via a vis retirement, quit, fired, or by any other means, no Employee shall be covered by the guarantee in their place because of such vacancy.

When the last Employee who is covered by the sixty percent (60%) guarantee leaves St. George, this letter of understanding shall be dropped from the Collective Agreement.

SIGNED this 4th day of March, 2009 at New Westminster, BC.

For the Company:

Glenn Thomsen
St. George Moving and Storage

Alex Muselius
St. George Moving and Storage

Jeff Anderson
St. George Moving and Storage

Terry Kimble
St. George Moving and Storage

For the Union:

Ross Jonasson
CAW Local 114

Rob Cosgrave
CAW Local 114

Paul McCarthy
CAW Local 4050

Kevin Partridge
Local Representative
CAW Local 4050

Mark Misic
Local Representative
CAW Local 114

Pete Smith
CAW-Canada
National Representative

LETTER OF UNDERSTANDING # 2

Between

ST. GEORGE TRANSPORTATION LTD

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCALS 114 / 4050

ARTICLE (P) - Percentage Contractor (PORO) Section

(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. (PORO)

(P) 1.02 Allotment of Percentage Contractors

- (a) Contractual percentage work may be implemented by the Company to a maximum of 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 (POROs) pursuant to this Article, the Company may place that Contractor (PORO) at any depot.
- (c) Should the Company wish to implement additional

Percentage Contractors (POROs) in any depot, and, such an increase does not comply with the 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 when ever 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 specific applicable terms and conditions of the Collective Agreement. It shall be the responsibility of the PORO to comply with specific 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 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 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 specific terms and conditions as set out in the Collective Agreement as well as the terms and conditions as set out in the PORO section of LOU # 2 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 specific provisions as set out in 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 specific provisions 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 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 (1) 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 3.
- (e) All benefits except those as set out in Article 17 available to Full Time Company hourly 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 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 (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 the Company payroll.**
- (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 Employer and detailing the Employee's wage rate, and the number of hours worked each day.
- (e) (i) The 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

(9) 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 10 of the Collective Agreement.

(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 Articles 3 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 (P) 1.08 above.
- (b) While endeavouring to maximize the hours assigned to senior Employees, consistent with (P) 1.08 above, dispatchers shall consider the duration of the job to which they are assigning Employees. In general terms, senior POROs 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 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 7 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 POROs pursuant to Article 3 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 POROs and Employees as set out in the specific section of this Collective Agreement have filled their work week with 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 (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..
- (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 7

APPENDIX "A" - SERVICES AGREEMENT

BETWEEN:

St. George Transportation 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 ninety (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', 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 this Agreement, the PORO shall be free to offer services to any other person if such services do not conflict with the 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 PORO 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 PORO is negligent or incompetent in the discharge of the Work and Services;
- the PORO 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 PORO, or any of its Employees or representatives, misuses or divulges the Confidential Information, in breach of the Confidentially Agreement referred to in this Agreement;
- the PORO 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, the 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 7 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 PORO is mandatory. The PORO must provide coverage for themselves as well as for their workers. The PORO 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 POROs accounts is done by the Company on a daily basis. No assignment of work will be given until such time as the PORO 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 PORO'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.

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. The PORO will be charged for vehicle use at a rate of seventy five dollars (\$75.00) per day/ per vehicle.
- 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 P1.06 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's 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 \$ 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 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 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.

ADDENDUM "A"- DOMESTIC MOVES

Percentage Compensation for PORO

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

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

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 St. George 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 "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.

SIGNED this 4th day of March, 2009 at New Westminster, BC.

For the Company:

Glenn Thomsen
St. George Moving and Storage

Alex Muselius
St. George Moving and Storage

Jeff Anderson
St. George Moving and Storage

Terry Kimble
St. George Moving and Storage

For the Union:

Ross Jonasson
CAW Local 114

Rob Cosgrave
CAW Local 114

Paul McCarthy
CAW Local 4050

Kevin Partridge
Local Representative
CAW Local 4050

Mark Mistic
Local Representative
CAW Local 114

Pete Smith
CAW-Canada
National Representative

LETTER OF UNDERSTANDING# 3

Between

ST. GEORGE TRANSPORTATION LTD

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCALS 114 / 4050

Re: Red Circled

'Red Circled' employees (Ross Jonasson and Darren Klein) will be paid Williams Straight Truck Driver incumbent rate of pay with applicable yearly wage increases.

SIGNED this 4th day of March, 2009 at New Westminster, BC.

For the Company:

Glenn Thomsen
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Alex Muselius
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Jeff Anderson
St. George Moving and Storage

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For the Union:

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CAW Local 114

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Kevin Partridge
Local Representative
CAW Local 4050

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Local Representative
CAW Local 114

Pete Smith
CAW-Canada
National Representative

LETTER OF UNDERSTANDING# 4

Between

ST. GEORGE TRANSPORTATION LTD

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCALS 114 / 4050

September 9, 2008

Re: Branch Merger

Where members of a *St. George Transportation Ltd.* bargaining unit and members of a *Williams Moving & Storage* bargaining unit are dispatched from the same merged branch, the employer undertakes as follows with respect to the daily assignment of work required by the employers:

1. In this letter, current employee means a branch bargaining unit employee with a seniority date that is on or earlier than the date of ratification of this collective agreement. The term combined employee refers to a branch bargaining unit employee who is hired after the date of ratification of this collective agreement.
2. Although a combined employee may be hired by either St. George or Williams, the combined employee will be placed on a combined seniority list that lists all branch bargaining unit employees hired after ratification in order of their overall seniority with the merged branch.

3. The purpose of these distinctions is to protect the pre-merger work assignment seniority rights of current St. George and Williams employees who are now working out of a merged branch. Available work will first be assigned to all qualified and available current employees of both the St. George and Williams bargaining units before it is offered to combined employee.
4. Work normally associated with the jurisdiction of one particular bargaining unit will continue to be assigned to current employees of that particular bargaining unit in accordance with the terms of the collective agreement normally applicable to them;
5. Where the work available to a particular bargaining unit exceeds the capacity and availability of its current employees to fulfill it, the residual work will be first assigned to current employees of the other bargaining unit in accordance with the collective agreement normally applicable to those other bargaining unit members, notwithstanding that they are working outside of their normal jurisdiction. Only then will available work be assigned to combined employees in order of their overall seniority.
6. It is the intent of this understanding to preserve and protect the integrity of each of the two bargaining units and the rights of their respective members. Only residual work will be assigned to: first, the current employees of the other bargaining unit and then, second to combined employees in order of their integrated seniority.
7. It is the intent of this understanding that each bargaining unit member will have their terms and conditions of employment governed by only one collective agreement, notwithstanding that they may be from time to time assigned, in accordance with this letter, to perform work that is normally assigned to

members of the other bargaining unit.

8. Paragraph 7 above applies to the accumulation and exercise of seniority and service credits as well as to compensation and benefits provisions as well as all other terms and conditions addressed by the collective agreement.
9. For administrative purposes, the residual cross-jurisdictional work performed by a member will be treated as if it was performed under the collective agreement associated with that employee's normal jurisdiction. The employers will attend to the consequent accounting complexities.
10. It is the intent of this letter to maximize the opportunities for gainful employment to all members of both bargaining units.

SIGNED this 4th day of March, 2009 at New Westminster, BC.

For the Company:

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Kevin Partridge
Local Representative
CAW Local 4050

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Local Representative
CAW Local 114

Pete Smith
CAW-Canada
National Representative

LETTER OF UNDERSTANDING # 5

Between

ST. GEORGE TRANSPORTATION LTD

And

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCALS 114 / 4050**

Re: Current LO/PORO

The Company agrees that current LO/PORO employees will remain in the same positions as they currently hold on the branch work allocation lists after date of ratification (2008–2011 C/A).

SIGNED this 4th day of March, 2009 at New Westminster, BC.

For the Company:

For the Union:

Glenn Thomsen
St. George Moving and Storage

Ross Jonasson
CAW Local 114

Alex Muselius
St. George Moving and Storage

Rob Cosgrave
CAW Local 114

Jeff Anderson
St. George Moving and Storage

Paul McCarthy
CAW Local 4050

Terry Kimble
St. George Moving and Storage

Kevin Partridge
Local Representative
CAW Local 4050

Mark Mistic
Local Representative
CAW Local 114

Pete Smith
CAW-Canada
National Representative

LETTER OF UNDERSTANDING# 6

Between

ST. GEORGE TRANSPORTATION LTD

And

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCALS 114 14050

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.

SIGNED this 4th day of March, 2009 at New Westminster, BC.

For the Company:

Glenn Thomsen
St. George Moving and Storage

Alex Muselius
St. George Moving and Storage

Jeff Anderson
St. George Moving and Storage

Terry Kimble
St. George Moving and Storage

For the Union:

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CAW Local 114

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CAW Local 114

Paul McCarthy
CAW Local 4050

Kevin Partridge
Local Representative
CAW Local 4050

Mark Misic
Local Representative
CAW Local 114

Pete Smith
CAW-Canada
National Representative

LETTER OF UNDERSTANDING# 7

Between

ST. GEORGE TRANSPORTATION LTD

And

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCALS 114/ 4050**

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 anew 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.

SIGNED this 4th day of March, 2009 at New Westminster, BC.

For the Company:

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St. George Moving and Storage

Alex Muselius
St. George Moving and Storage

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St. George Moving and Storage

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CAW Local 114

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CAW-Canada
National Representative

/dj-caw 114

96