

**AGREEMENT**

**BETWEEN**

**PACCAR PARTS**

Surrey Distribution Centre

**AND**

National Automobile, Aerospace and  
Agricultural Implement Workers Union  
of Canada (CAW-Canada), Local 3014

**Effective April 1, 1995  
through March 31, 1998**

## Table of Contents

	Page
ARTICLE 1 - RECOGNITION	1
1.01    Bargaining Agent	1
1.02    Bargaining Unit Work	1
1.03    Union Dues Authorization	1
1.04    Union Membership	1
ARTICLE 2 - RESERVATIONS TO MANAGEMENT	1
ARTICLE 3 - UNION ACTIVITIES	1
3.01    Shop Steward	1
3.02    Investigation of Grievances	1
3.03    Union Business	1
3.04    Bulletin Board	1
ARTICLE 4 - HOURS OF WORK	1
4.01    Work Days and Shifts	1
4.02    Start and Stop Times of Distribution Centre Shift(s)	1
4.03    Rest Periods	1
4.04    Shift Differential	1
4.05    Interrupted Operations	1
4.06    Layoff Notice	1
ARTICLE 5 - OVERTIME	1
5.01    Daily Overtime	1
5.02    Weekend and Holiday Overtime	1
5.03    Selection for Overtime	1
5.04    Notice Of Overtime	1
5.05    Meal Allowance	1
ARTICLE 6 - VACATIONS	1
6.01    Vacation Credits	1

6.02	Vacation Pay	1
6.03	Vacation Scheduling	1
6.04	Maximum Allowed Away	1
6.05	Holiday During Vacation Period	1
6.06	Vacation Pay at Layoff	1
ARTICLE 7 - GRIEVANCE PROCEDURE		1
7.01	Definition of a Grievance	1
7.02	Step 1	1
7.03	Step 2	1
7.04	Step 3	1
7.05	General, Group, or Discharge Grievances	1
7.06	Adherence to Time Limits	1
ARTICLE 8 - ARBITRATION PROCEDURE		1
8.01	Purpose of Arbitration	1
8.02	Jurisdiction of the Arbitrator	1
8.03	Cost of Arbitration	1
ARTICLE 9 - DISCIPLINE		1
9.01	Reasonable Cause	1
9.02	Involvement of Shop Steward	1
9.03	Cancellation of Discipline Record	1
9.04	Access to Personnel File	1
9.05	Acknowledgment of Discipline	1
ARTICLE 10 - SENIORITY		1
10.01	Seniority List	1
10.02	Probationary Period	1
10.03	Affect on Layoff	1
10.04	Work Sharing	1
10.05	Cancellation of Seniority	1

10.06	Effect on Recall from Layoff	1
ARTICLE 11 - GENERAL CONDITIONS		1
11.01	Pay Days and Pay Cheques	1
11.02	Coveralls	1
11.03	Non-competitive Employment	1
11.04	First Aid Person	1
11.05	Pay for Time Worked	1
11.06	Technological Change	1
11.07	Injury at Work	1
11.08	Leave of Absence Without Pay for Personal Reasons	1
11.09	Maternity Leave	1
11.10	Safety Toe Boots	1
ARTICLE 12 - RECOGNIZED HOLIDAYS		19
12.01	Days Recognized	1
12.02	Redesignation of Days	1
12.03	Holidays on Non-working Days	1
12.04	Pay for Work on Holidays	1
12.05	Eligibility	1
12.06	New Employees	1
ARTICLE 13 - HEALTH AND WELFARE		1
13.01	Health and Welfare Coverage	1
13.02	Conditions, Limitations and Exclusions	1
13.03	Cost of Plan	1
13.04	Effect of Disability	1
13.05	Effect of Layoff	1
ARTICLE 14 - BEREAVEMENT		1
ARTICLE 15 - JURY DUTY		1
ARTICLE 16 - STUDENT EMPLOYEES		1

16.01	Period of Hire	1
16.02	Seniority Rights	1
16.03	Maximum Duration	1
16.04	Retention	1
16.05	Establishing Seniority	1
16.06	Other Contract Provisions	1
16.07	Returning Students	1
ARTICLE 17 - INDUSTRIAL HEALTH AND SAFETY		1
17.01	Responsibility	1
17.02	Safety Committee	1
ARTICLE 18 - CLASSIFICATION AND WAGE RATES		1
18.01	Warehousepersons	1
ARTICLE 19 - SAVINGS CLAUSE		1
19.01	Consistent with Applicable Law	1
19.02	Letters of Understanding	1
19.03	Headings and Subheadings	1
ARTICLE 20 - RENEWAL AND TERMINATIONS		1
20.01	Terms of the Agreement	1
20.02	Exclusion of Section 66(2)	1
20.03	Pickets	1
20.04	No Strike or Lock-out	1
ARTICLE 21 - VACATION		1
21.01	Vacation Signing Bonus	1
ARTICLE 22 - PAID EDUCATION LEAVE		1
22.01	Paid Education Leave	1
ARTICLE 23 - PENSION		1
23.01	Pension	1
LETTER OF UNDERSTANDING		1

<u>Re: Special Recognition for Long Service</u>	1
<u>Retirement/Severance Benefits</u>	1
LETTER OF UNDERSTANDING	1
<u>Re: Safety</u>	1
LETTER OF UNDERSTANDING	1
<u>Re: Permanent Disabilities</u>	1
LETTER OF UNDERSTANDING	1
<u>Re: Shipper/Receiver Functions</u>	1
LETTER OF UNDERSTANDING	1
<u>Re: New Job Classifications</u>	1
LETTER OF UNDERSTANDING	1
<u>Re: Joint Training Program</u>	1

ARTICLE 1 - RECOGNITION

**1.01 Bargaining Agent 1.01 Bargaining Agent**

- (A) The Company recognizes the Union as the sole and exclusive bargaining agency for the purpose of collective bargaining with respect to wages, hours of work and other terms and conditions of employment for all employees covered by the Certificate of Bargaining Authority issued by the Ministry of Labour of British Columbia.
- (B) All employees of the Company who are covered by the Certificate of Bargaining Authority issued by the Ministry of Labour of British Columbia shall become and remain members in good standing of the Union as a condition of employment with the Company.

**1.02 Bargaining Unit Work 1.02 Bargaining Unit Work**

Non-bargaining unit employees shall not perform work ordinarily done by bargaining unit employees except for the purpose of instruction of employees in the safe performance of their duties, experimentation, the prevention of damage to material or equipment, the removal of immediate hazards or in the case where bargaining unit employees are not readily available.

**1.03 Union Dues Authorization 1.03 Union Dues Authorization**

- (A) The Company agrees to honour a written assignment for Union dues and assessments, and requires an employee to sign a Union Check-Off Authorization at the time he or she is hired.
- (B) The Company shall deduct the amount from the earnings accumulated to the credit of such employee, and shall remit same by cheque payable to the order of the Union to the Financial Secretary or other designated Local Union Official before the twenty-first (21<sup>st</sup>) day of the month following said deduction.
- (C) Any employee who works more than 40 hours in any one month shall be deducted Union dues. Recognized holidays and paid vacations are considered hours worked for the purposes of the Article.

**1.04 Union Membership 1.04 Union Membership**

In the event that the Union is unwilling to accept into membership an employee or prospective employee of the Company, such employee shall pay Union dues and the terms of this Article shall be considered as having been fulfilled in respect to such employee.

Any employee who fails to maintain his/her membership in the Union, as prescribed herein (those affected by 1.04 excepted), by reason of refusal to pay dues shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain Union membership. The Union agrees to indemnify the Company and hold it harmless for damages and penalties that may arise out of, or by reason of, any action that may be taken by the Company for the purpose of complying with the provisions of the Union security provisions of this Article.

## **ARTICLE 2 - RESERVATIONS TO MANAGEMENT**

- 2.01** The Union recognizes the right of the Company to demote, transfer or discharge any employee, subject to the provisions of this Agreement.
- 2.02** The Union further recognizes the right of the Company to operate and manage its business in all respects, subject to the provisions of this Agreement.
- 2.03** The Company also reserves the right to supplement and alter from time to time rules and regulations to be observed by the employees, said regulations and rules not being inconsistent with the provisions of this Agreement.
- 2.04** The Company agrees to exercise rights under this Agreement in a non-arbitrary manner, without discrimination and in good faith.

## **ARTICLE 3 - UNION ACTIVITIES**

### **3.01 Shop Steward 3.01 Shop Steward**

The Company recognizes one (1) shop steward per twenty (20) employees (a minimum of one steward if bargaining unit totals fewer than twenty). The Union shall notify the Company in writing of the designated shop steward(s) and alternate(s), if any.

Two Committee persons will be recognized to meet with the Company for the purposes as outlined in the Collective Agreement. The assigned staff representative, upon notification to the Distribution Centre Manager, will be allowed access to the warehouse lunchroom for the purpose of meeting with the Union membership during their lunch period.

### **3.02 Investigation of Grievances 3.02 Investigation of Grievances**

A shop steward may be released from his/her regular work assignment with regular straight-time pay, for legitimate investigation of grievances or to assist in the investigation of accidents, provided the steward first receives the permission of his/her supervisor. Such permission shall not be unreasonably denied.

### **3.03 Union Business 3.03 Union Business**

If any employee of the Company should be elected or appointed to act as delegate for the Union, he/she shall be allowed, upon sufficient notice, but not less than five (5) work days, leave of absence without pay for up to thirty (30) calendar days for the transaction of Union business, provided that not more than one (1) employee shall be absent at any one time for every forty (40) employees.



### **3.04 Bulletin Board**

The Union shall have the use of one (1) bulletin board for the posting of notices that have received the prior approval of management. Such approval will not be unreasonably withheld.

## **ARTICLE 4 - HOURS OF WORK**

### **4.01 Work Days and Shifts**

The normal work week shall consist of five (5) consecutive days, eight (8) hours per day. It may be necessary to schedule a work week other than Monday through Friday and/or a shift other than day shift, but this will only be done after consultation with the employees affected, their representative and with reasonable notice. This article shall not be construed as a guarantee of daily or weekly hours of work. Sunday shall not be a regular work day.

If a Tuesday through Saturday work week is instituted it shall be voluntary except that if not enough qualified employees so volunteer, the Company should have the right to assign the junior qualified employee(s).

### **4.02 Start and Stop Times of Distribution Centre Shift(s)**

The Company agrees that the current identified start and stop times of shift(s) shall not be changed without providing two (2) weeks notice to the affected employees.

### **4.03 Rest Periods**

Employees shall have an unpaid, uninterrupted lunch period of one-half (1/2) hour daily, approximately mid-shift, and two (2) ten (10) minute paid daily rest periods, one in the forenoon, one in the afternoon.

### **4.04 Shift Differential**

Fifty-five (55) cents per hour worked will be paid for the afternoon and graveyard shifts.

### **4.05 Interrupted Operations**

In the event of an interruption of operations due to fire, flood, power failure (exceeding thirty (30) minutes) or other emergencies beyond the control of the Company, the employees who report to work will be guaranteed a minimum of two (2) hours pay.

#### **4.06 Layoff Notice4.06 Layoff Notice**

In the event a layoff is necessary, the Company shall give affected probationary employee(s) as much notice as is reasonably possible but not less than five (5) working days notice or pay in lieu thereof. The Company further agrees non-probationary employees shall be provided with ten (10) working days notice of layoff or pay in lieu thereof. This excludes employees hired for temporary vacation relief.

### **ARTICLE 5 - OVERTIME**

#### **5.01 Daily Overtime5.01 Daily Overtime**

Overtime shall be paid at the rate of time and one-half (1-1/2x) for the first two (2) hours immediately following the end of the employee's regular shift, exclusive of time for a meal break which shall not exceed one (1) hour. Hours worked in excess of the above shall be paid for at the rate of double time (2x).

#### **5.02 Weekend and Holiday Overtime5.02 Weekend and Holiday Overtime**

Work in excess of an employee's regular work week shall be paid at the rate of time and one-half (1-1/2x) for hours on the employee's first (1<sup>st</sup>) day of rest and double time (2x) on the employee's second (2<sup>nd</sup>) day of rest, except for annual stock-taking when time and one-half (1-1/2x) will be paid for all overtime hours.

#### **5.03 Selection for Overtime5.03 Selection for Overtime**

No employee shall be required to work overtime unless no other qualified employee is available when needed to perform the necessary work. If no volunteers are available to work the overtime, the Supervisor can then call upon the junior qualified employee.

Said employee shall not be required to work the necessary overtime provided he/she has a valid acceptable reason.

#### **5.04 Notice Of Overtime5.04 Notice Of Overtime**

When the need for overtime is known twenty-four (24) hours or more in advance, the Company shall advise the employee affected the day before the overtime is to be worked.

#### **5.05 Meal Allowance5.05 Meal Allowance**

The Company shall pay a meal allowance of six dollars (\$6.00) to any employee who works over two (2) hours of overtime beyond his/her regular work day unless the overtime is scheduled twenty-four (24) hours in advance.

**ARTICLE 6 -VACATIONS**

**6.01 Vacation Credits6.01 Vacation Credits**

On May 1 of each year, an employee will be granted vacation credits based on his or her hours worked during the preceding twelve (12) months and his or her seniority as of May 1, in accordance with the following table:

<u>Hours Worked</u>	<u>Years of Seniority</u>	<u>Vacation Credit (Days)</u>				
		<u>-1</u>	<u>1-5</u>	<u>5-10</u>	<u>10-15</u>	<u>15+</u>
280		1	2	3	4	5
560		2	4	6	8	10
840		3	6	9	12	15
1120		4	8	12	16	20
1400		5	10	15	20	25

Hours of work shall include hours paid while on bereavement leave, vacation, holidays, jury duty and Union business. In addition, time lost as a result of injury or illness up to and including one (1) month shall be considered as time worked.

**6.02 Vacation Pay6.02 Vacation Pay**

The employee shall be paid at his /her straight time hourly rate in effect at the time the vacation is taken.

**6.03 Vacation Scheduling6.03 Vacation Scheduling**

Vacations for the forthcoming year shall be scheduled by the employees during the month of February. Failing agreement amongst the employees, the employee with the highest seniority shall choose first, followed by the employee with the next highest seniority, and so forth. The vacation schedule will be confirmed by the Company by March 15.

**6.04 Maximum Allowed Away6.04 Maximum Allowed Away**

For vacation scheduling purposes, the Company will post the maximum number of employees to be allowed away at any given time, based on operational needs.

The maximum number of employees allowed away is based on a ratio of one (1) away for every eight (8) employees or two (2) for every sixteen (16) employees, etc.

During the peak summer vacation period (June 1 through September 1), the posted maximum number of employees allowed away will be increased by one.

During the five (5) workdays immediately before and the five (5) work days immediately after Christmas, the posted maximum number of employees allowed away will be increased by two.

**6.05 Holiday During Vacation Period 6.05 Holiday During Vacation Period**

Should a recognized holiday occur while an employee is on vacation, he/she shall receive an additional day of vacation to be selected immediately before or immediately following his/her vacation, or the employee may float the day and select another date during the vacation schedule. Selection will be approved based on operational needs.

**6.06 Vacation Pay at Layoff 6.06 Vacation Pay at Layoff**

Upon layoff, an employee (at his/her option) shall be paid for his/her unused earned and accrued vacation credits. Employees so paid shall not be entitled to any further vacation ( or vacation pay), based on the periods for which vacation was paid. In any event, payment for any unused, unpaid earned and/or accrued vacation credits shall be paid upon cancellation of seniority.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

**7.01 Definition of a Grievance 7.01 Definition of a Grievance**

A grievance is defined as an alleged violation of this Agreement or a difference between the parties relating to the interpretation, application or operation of this Agreement. Such grievance(s) shall be submitted in the following manner:

**7.02 Step 17.02 Step 1**

If an employee has a grievance, he/she shall within five (5) working days from the time the complaint arose or was known to exist, discuss it with the Warehouse Supervisor. (The employee may, at his/her option, elect to have the Union Steward present if desired.)

**7.03 Step 27.03 Step 2**

If no satisfactory agreement is reached in Step 1, within five (5) working days the grievance shall be reduced to writing , stating the nature of the grievance, the provision of the Agreement alleged to be violated and the remedy requested.

A meeting shall be arranged between the Distribution Centre Manager and the Union Representative accompanied by the Chief Steward (with or without the griever) to settle the matter. This meeting shall take place within five (5) working days of the Company disposition in Step 1, unless mutually agreed otherwise.

**7.04 Step 37.04 Step 3**

Should the representatives of the Union and the Company fail to reach a satisfactory settlement following the second step of the grievance procedure then, within ten (10) days from the date of the second step disposition, either party may give notice to the other of proceeding to arbitration.

**7.05 General, Group, or Discharge Grievances 7.05 General, Group, or Discharge Grievances**

Grievances of a general, group nature, or discharge shall be initiated in Step 2 of the grievance procedure.

#### **7.06 Adherence to Time Limits 7.06 Adherence to Time Limits**

The time limits between steps may only be extended by mutual consent of the Parties.

### **ARTICLE 8 - ARBITRATION PROCEDURE**

#### **8.01 Purpose of Arbitration 8.01 Purpose of Arbitration**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator appointed by the Ministry of Labour, or a substitute agreed to by the parties, shall at the request of either party,

- (a) investigate the difference,
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference

within five (5) days of the date of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

#### **8.02 Jurisdiction of the Arbitrator 8.02 Jurisdiction of the Arbitrator**

The Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of a grievance referred to arbitration, but shall not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement, nor make any decisions inconsistent therewith. The decision of the Arbitrator shall be binding on the parties to this Agreement.

#### **8.03 Cost of Arbitration 8.03 Cost of Arbitration**

The parties to this Agreement will each bear an equal portion of the expenses of the Arbitrator.

### **ARTICLE 9 - DISCIPLINE**

#### **9.01 Reasonable Cause 9.01 Reasonable Cause**

The Company shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

#### **9.02 Involvement of Shop Steward 9.02 Involvement of Shop Steward**

If an employee who has been suspended or discharged requests, he/she shall be permitted to consult with a Steward before being required to leave the Company premises. The Company will give notice

of any suspension or discharge to the Chief Steward or designate as soon as possible. The Union agrees that any dispute arising out of any such disciplinary action will be processed through the grievance procedure without stoppage of work.

### **9.03 Cancellation of Discipline Record**

- i) Verbal warnings: Cancelled after six (6) months of discipline-free active service.
- ii) Written warnings: Cancelled after twelve (12) months of discipline-free active service.
- iii) Suspensions: Cancelled after eighteen (18) months of discipline-free active service.

### **9.04 Access to Personnel File**

The Company agrees that an employee shall have access to his/her personnel files for the purpose of obtaining copies of disciplinary letters.

### **9.05 Acknowledgment of Discipline**

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

## **ARTICLE 10 - SENIORITY**

### **10.01 Seniority List**

The Company will furnish the Union with a seniority list once each six (6) months covering all bargaining unit employees with seniority rights.

### **10.02 Probationary Period**

Employees shall be on probation for the first sixty (60) days actually worked. There shall be no responsibility for re-employment on the part of the Company if a probationary employee is laid off or dismissed during this period. Such layoff or dismissal shall not be subject to Article 9 of this Agreement.

### **10.03 Affect on Layoff**

In the event of layoff, seniority shall govern (i.e., last hired, first laid off).

### **10.04 Work Sharing**

In order to avoid layoffs, the Company may institute a work sharing program, provided the employees agree.

## 10.05 Cancellation of Seniority 10.05 Cancellation of Seniority

Upon completion of the probationary period, employees shall accrue seniority rights from their date of hire. Seniority and service shall be cancelled as follows:

<u>In the event of:</u>	Seniority and service shall be cancelled after a <u>period equal to:</u>
1. Resignation or discharge	immediately
2. Compensable on-the-job injury with:	
a) less than one year seniority	length of service
b) one year but less than 5 years seniority	one year
c) 5 to 15 years seniority	two years
d) 15 or more years seniority	three years
3. Disability incurred off the job with:	
a) less than one year seniority	length of service
b) one to 5 years seniority	one year
c) 5 to 15 years seniority	18 months
d) 15 or more years seniority	30 months
4. Lay off with:	
a) less than one year seniority	6 months
b) one to 5 years seniority	one year
c) 5 to 15 years seniority	18 months
d) 15 or more years seniority	24 months
5. Transfer to a position within the company outside the bargaining unit.	one year
6. An overstay of an authorized leave of absence (except for circumstances beyond the employee's control).	Upon expiration of the leave of absence.
7. A recall to work.	Five working days from the date of recall by telephone, telegraph, or registered mail, if the employee does not report within such five day period.

If the Company expects the recall to be for four (4) weeks or less, an employee may, by notifying the Company within one (1) work day of recall notice, reject the recall without having seniority

cancelled under this Article 10.05 (7). The Company may then recall the next employee with recall rights and so forth.

If no employee(s) accepts recall, the Company may hire a new employee(s). The employee(s) who so rejected recall will be recalled for the next available opening provided such employee(s) has not had seniority cancelled under the other provisions of this Article 10.

8. Failure of the employee to report and                      On the fourth day of such absence.  
justify an absence from work of 3  
consecutive days.

### **10.06 Effect on Recall from Layoff10.06 Effect on Recall from Layoff**

Laid off employees with the greatest amount of seniority will be given the first opportunity to be recalled, provided they are then qualified to do the available work.

## **ARTICLE 11 - GENERAL CONDITIONS**

### **11.01 Pay Days and Pay Cheques11.01 Pay Days and Pay Cheques**

Wages shall be paid no less frequently than every other week, in a manner convenient to the Company, but in such a way as to eliminate waiting on the part of the employees. Where possible, wages shall be distributed prior to the commencement of the second rest period. Employees will be given a proper statement for all hours, including overtime hours, earnings and deductions, covering each pay period. Employees will have the option to have their pay cheques direct deposited to their selected bank account.

### **11.02 Coveralls11.02 Coveralls**

The Company will provide three (3) pairs of coveralls for each seniority-rated employee. These coveralls will be repaired and cleaned on a weekly basis at the Company's expense. In addition, the Company will provide Company coveralls for probationary employees' use.



### **11.03 Non-competitive Employment 11.03 Non-competitive Employment**

No employee shall undertake any work outside the Company premises which could be construed in any way as competitive with the Company. Violations of this Clause shall be subject to discipline by the Company or the Union or both.

### **11.04 First Aid Person 11.04 First Aid Person**

The Company agrees that should any employee classified in this Agreement be also employed in the capacity of a First Aid Person and holding an unexpired Occupational First Aid Certificate, he/she shall be paid as follows:

Forty (40) cents per hour premium pay in addition to his/her regular rate of pay.

### **11.05 Pay for Time Worked 11.05 Pay for Time Worked**

Time absent from work shall be deducted on a pro rata basis.

### **11.06 Technological Change 11.06 Technological Change**

- (A) A technological change is defined as a change in process, equipment or method of operation diminishing the number of employees having more than one (1) year's service.
- (B) When a change as defined in (A) above is to occur, the Company shall inform the Union at least three (3) months in advance of such occurrence.
- (C) When such change occurs, the Company shall provide reasonable training arrangements for the employees displaced by such occurrence in order that employees will have an opportunity to utilize their qualifications and ability for jobs within the Bargaining Unit including newly created jobs within the Bargaining Unit.

### **11.07 Injury at Work 11.07 Injury at Work**

An employee injured while at work and leaving work after being cleared through the Occupational First Aid Attendant and returning to work as directed by a qualified physician shall receive his/her full pay for the day of the injury. The Company reserves the right to have the employee examined by a physician of the Company's choice.

**11.08 Leave of Absence Without Pay for Personal Reasons 11.08 Leave of Absence Without Pay for Personal Reasons**

1. A non-probationary employee may be allowed a leave of absence of up to thirty (30) calendar days without pay considering the following factors:
  - (a) the effect of the leave on the Company's operations;
  - (b) the importance of the leave to the employee concerned and whether or not the purpose of the leave could reasonably be accomplished in the employee's non-working hours;
  - (c) the employee's length of service, absenteeism and past record of leaves;
  - (d) the availability and cost of replacement personnel;
  - (e) the effect of the leave on vacation scheduling.
2. All leaves of absence must be requested in writing to the employee's supervisor.
3. If an employee takes a job elsewhere during his/her leave of absence without prior approval, his/her employment will be considered terminated.
4. If an employee fails to return to work following the expiration of the leave without prior permission or except for reasons beyond the control of the employee, his/her employment will be considered terminated.
5. A leave of absence may be extended for an additional thirty (30) calendar days if requested in writing at least five (5) calendar days before the expiration of the first leave.
6. The Chief Shop Steward will be informed of all approved leaves under this Article.

**11.09 Maternity Leave 11.09 Maternity Leave**

A female employee whose physician advises that she is not fit for employment because of her pregnancy shall be granted a leave of absence for any length of time prior to childbirth. The Company also agrees to grant a leave of absence after childbirth for a maximum of twelve (12) weeks, or for a total of eighteen (18) weeks from the commencement of the leave of absence started prior to the childbirth, whichever is the longer. During leaves under this section, the employee shall maintain and accumulate seniority. These leaves of absence shall be without pay.

**11.10 Safety Toe Boots 11.10 Safety Toe Boots**

During the life of this three year collective agreement a non-probationary employee shall be paid up to a total of one hundred and eighty dollars (\$180) for the purchase of safety toe boots. Proof of purchase will be required before reimbursement. Under no circumstances can a non-probationary employee claim for more than three (3) sets of boots during the term of this Collective Agreement.

## ARTICLE 12 - RECOGNIZED HOLIDAYS

### 12.01 Days Recognized 12.01 Days Recognized

During the term of the contract, each employee will have ten (10) designated holidays as follows:

Contract Year	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
	4/1/95 - 3/31/96	4/1/96 - 3/31/97	4/1/97 - 3/31/98
Good Friday	April 14	April 5	March 28
Victoria Day	May 22	May 20	May 19
Canada Day	July 3 (obs)	July 1	July 1
B.C. Day	August 7	August 5	August 4
Labour Day	September 4	September 2	September 1
Thanksgiving	October 9	October 14	October 13
Remembrance Day	November 10 (obs)	November 11	November 11
Christmas Day	December 25	December 25	December 25
Boxing Day	December 26	December 26	December 26
New Year's Day	January 1	January 1	January 1

In addition, each employee during the term of the contract will have three (3) floating holidays to be scheduled and used within each contract year.

Scheduling of these days will commence at the beginning of each calendar year, and will be scheduled during the year. Scheduling of the three (3) floating holidays will be on a seniority basis, based on operational needs. Scheduling can only occur after the annual vacation schedule has been confirmed by the Company in accordance with Article 6.03.

Probationary employees, upon attainment of their seniority, will be entitled to schedule floating holidays following the above guidelines.

### 12.02 Redesignation of Days 12.02 Redesignation of Days

If during the term of the Agreement the Provincial Government or Federal Government proclaim a statutory holiday not listed in 12.01 as a recognized holiday, a floating holiday shall be redesignated as such statutory holiday.

### 12.03 Holidays on Non-working Days 12.03 Holidays on Non-working Days

In the event that a recognized holiday should fall on a non-working day, an employee shall receive another day off with pay.

### 12.04 Pay for Work on Holidays 12.04 Pay for Work on Holidays

Double time (2x) will be paid for hours worked on a recognized holiday, in addition to holiday pay.

### 12.05 Eligibility 12.05 Eligibility

To be eligible for the above recognized holiday pay, an employee must work his/her recognized work day immediately before and immediately after the holiday. Exception will be made in the case of absence due to compensable injury, bona fide illness for which the Company may require a doctor's certificate, approved leave of absence, or temporary layoff, provided the employee's absence from work for the purpose of this exception by reason of any of the above cause is not for a total period in excess of two (2) weeks. (For the purpose of this paragraph, temporary lay-off shall be considered as one of two (2) weeks or less in duration.)

**12.06 New Employees**

To qualify for holiday pay a new employee must have worked at least twenty (20) work days prior to the holiday.

**ARTICLE 13 - HEALTH AND WELFARE**

**13.01 Health and Welfare Coverage**

It is agreed that employees shall receive the Health and Welfare coverage as summarized below:

- (A) Life Insurance:
 

32,000	1 <sup>st</sup> Year
34,000	2 <sup>nd</sup> Year
35,000	3 <sup>rd</sup> Year
  
- (B) Accidental Death and Dismemberment:
 

32,000	1 <sup>st</sup> Year
34,000	2 <sup>nd</sup> Year
35,000	3 <sup>rd</sup> Year
  
- (C) Weekly Indemnity Benefits: A weekly benefit for disability resulting from non-occupational injury or illness. Benefits start on the first day of accident or the fourth day of illness and are paid up to 26 weeks. Weekly benefit amount shall be 65% of gross weekly earnings not to exceed the weekly maximum of \$448 for disabilities starting on or after April 1, 1995.
- (D) Long Term Disability: A weekly benefit of \$200 (for disabilities starting on or after April 1, 1995) commencing after 26 weeks of total disability (or after weekly indemnity benefits are exhausted, whichever is later), and payable until the earlier date of recovery, attainment of age 65 or death. This benefit shall not be reduced by any Canada Pension Disability Benefits but shall be reduced by other disability income.
- (E) Medical: Surgical coverage as provided under the Medical Services Plan of British Columbia.

(F) Extended Health Benefits: Benefits supplementing the Medical Services Plan and Universal Pharmacare, as follows:

Deductible: \$25 per person or family per calendar year.

Coinsurance: 80% of eligible in-province expenses, 100% of eligible out-of-province expenses.

Maximum Benefit: \$25,000 per covered person.

(G) Hearing Care: Up to \$350 per family over a 5-year period.

(H) Vision Care (for employees only): Up to \$100 in any 2 calendar year period.

(I) Dental Benefits: Coverage for eligible expenses as follows:

Deductible \$75 per family (lifetime deductible)

Basic Services: 100%

Dentures: 100%

Major Restorative: 50%

Orthodontics: 50% (coverage begins after one year of dental plan participation)

Eligible expenses shall be paid as per the current Schedule of Fees published by the College of Dental Surgeons of B. C. Orthodontics are also subject to an \$850 lifetime maximum benefit.

### **13.02 Conditions, Limitations and Exclusions**

All benefits shall be subject to the terms, conditions, limitations and exclusions of the plan documents or contracts.

### **13.03 Cost of Plan**

It is agreed that the Company will pay 100% of premium cost for the above Health and Welfare Plans and the Union agrees that any U.I.C. premium reduction savings will be used to offset any increased premium costs for the above plans.

### **13.04 Effect of Disability**

When a non-probationary employee is off work due to sickness or accident, on or off the job, the Company shall pay the total premium for Health & Welfare plans (that is, medical, dental, life insurance, AD&D, weekly indemnity and LTD plans) up to the time limits provided in Article 10.05 but, in any case, not exceeding eighteen (18) months.

**13.05 Effect of Layoff13.05 Effect of Layoff**

When a non-probationary (non-student) employee is laid off, the Company shall maintain the premium costs for medical, dental, life insurance and AD&D plans for one month beyond the month in which he/she is laid off, providing the employee has been actively at work for at least three (3) consecutive months prior to the layoff.

**ARTICLE 14 - BEREAVEMENT**

**14.01** (A) In the event of the death of any relative as listed below, non-probationary (non-student) employee shall be allowed a maximum of three (3) consecutive days off with pay (mother, father, brother, sister, spouse, child, grandfather, grandmother, mother-in-law, father-in-law, step-parent, foster parent or legal guardian).

(B) The above payment will only apply to a day on which the employee would otherwise have worked on a regular shift. The Company may require proof of death.

**ARTICLE 15 - JURY DUTY**

**15.01** (A) Non-probationary, non-student employee who is required to serve on a jury on a day on which he/she would normally have worked, will receive the necessary time off without loss of pay. All pay received for jury duty by the employee shall be remitted to the Company. The employee will be required to furnish proof of jury duty service.

(B) Non-probationary, non-student employees will be allowed necessary time off without loss of pay when called to testify in any court action unless the employee is party to that action. All fees paid to employees by reason of such appearance shall be remitted to the Company.

**ARTICLE 16 - STUDENT EMPLOYEES**

**16.01 Period of Hire16.01 Period of Hire**

The Company at its discretion, between April and October of each year, may hire students on a temporary employment basis. However, no student shall be hired as long as there is any employee with recall rights who is on layoff.

**16.02 Seniority Rights16.02 Seniority Rights**

Persons so employed shall be so designated and will not acquire any seniority rights so long as they are designated at "Student Employees."

**16.03 Maximum Duration16.03 Maximum Duration**

The Company may employ such persons for a period not exceeding four (4) months, and during this period their employment may be terminated at the Company's discretion.

**16.04 Retention16.04 Retention**

Should a student employee be retained on a permanent basis, he/she shall be treated as a new employee and be required to serve an additional one (1) month probationary period before earning seniority rights, providing he/she has at least two (2) months of service as a student employee. If the student employee has less than two (2) months student service, the one (1) month additional probationary period will be extended so that total service equals at least three (3) months.

#### **16.05 Establishing Seniority**

Upon the termination of his/her probationary period, his/her seniority shall be calculated from his/her date of last hire.

#### **16.06 Other Contract Provisions**

It is understood that all other terms and conditions of this Collective Agreement apply to students unless otherwise restricted.

#### **16.07 Returning Students**

A student who returns to the Distribution Centre after a previous working period of a least three (3) months, shall return under the wage provisions of 18.01.

### **ARTICLE 17 - INDUSTRIAL HEALTH AND SAFETY**

#### **17.01 Responsibility**

- (a) The Company agrees that it is its responsibility to make adequate provisions for the health and safety of its employees by complying at all times with the Workers' Compensation Act and all other Provincial or Municipal health and safety legislation and regulations.
- (b) The Union agrees to cooperate with the Company by promoting safety and occupational health education amongst its members, in an effort to overcome accidents and occupational health problems.
- (c) The Company shall assist in this endeavor by allowing the one (1) Union designated member of the Safety Committee leaves of absences without loss of wages or benefits up to two (2) working days. Only one (1) Company-paid leave of absence for a Union-sponsored Industrial Health and Safety Seminar shall be granted in any one (1) calendar year.
- (d) The Company agrees to supply every employee with a copy of the W.C.B. Regulations and to continue to cooperate with the Industrial Health Safety Committee in providing necessary data re: harmful substances which may be in the operation or may be brought into the operation.

#### **17.02 Safety Committee**

The Company and Union Safety Committee shall meet once a month to inspect the workplace and make recommendations to reduce or eliminate hazards in the workplace.

**ARTICLE 18 - CLASSIFICATION AND WAGE RATES**

**18.01 Warehousepersons:18.01 Warehousepersons:**

<u>Three year contract</u>		Effective Dates:	
	4/1/95	4/1/96	4/1/97
	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>
<u>Contract Rate</u>		\$18.10	\$18.50
			\$18.90
			(+ .40)
			(+ .40)
New hire progression as percentage of contract rate:			
	36 months	100%	
	30 months	97%	
	24 months	94%	
	18 months	91%	
	12 months	88%	
	6 months	85%	
	Starting Rate	80%	

Automatic progression shall be effective from starting rate through to full rate at thirty six (36) month level.

**ARTICLE 19 - SAVINGS CLAUSE**

**19.01 Consistent with Applicable Law19.01 Consistent with Applicable Law**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions, and such remaining portions shall continue in full force and effect.

**19.02 Letters of Understanding19.02 Letters of Understanding**

The Union and Company agree that any and all Letters of Understanding or Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement, if renewed by the parties upon the renewal or signing of this Collective Agreement.



### **19.03 Headings and Subheadings 19.03 Headings and Subheadings**

The headings and subheadings used herein are for the purpose of ease of reference only, and shall not add to nor subtract from the meaning of this Agreement.

## **ARTICLE 20 - RENEWAL AND TERMINATIONS**

### **20.01 Terms of the Agreement 20.01 Terms of the Agreement**

This agreement shall be effective for three years from April 1, 1995 through March 31, 1998.

### **20.02 Exclusion of Section 66(2) 20.02 Exclusion of Section 66(2)**

It is mutually agreed that the operation of subsection 2 of Section 66 of the Industrial Relations Reform Act (B.C.) and subsection 2 of Section 8 of the Mediation Services Act (B.C.) are specifically excluded from operation in this Agreement.

### **20.03 Pickets 20.03 Pickets**

No employee shall be required to cross a legal picket line.

### **20.04 No Strike or Lock-out 20.04 No Strike or Lock-out**

During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strike or stoppage of work on the part of the members of the Union, nor any lock-out of employees on the part of the Company.

## **ARTICLE 21 - VACATION**

### **21.01 Vacation Signing Bonus 21.01 Vacation Signing Bonus**

Employees will receive a five hundred dollar (\$500) vacation signing bonus in 1995 if this contract is ratified on or before March 31, 1995. The five hundred dollars (\$500) vacation signing bonus will be paid in a separate cheque on April 14, 1995

## **ARTICLE 22 - PAID EDUCATION LEAVE**

### **22.01 Paid Education Leave 22.01 Paid Education Leave**

Effective April 1, 1995 the Company agrees to pay into a special fund one cent per hour per 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  
CAW Family Education Centre

PEL Training Fund  
R.R. #1  
Port Elgin, Ontario  
NOH 2CO

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

**ARTICLE 23 - PENSION**

**23.01 Pension**

Effective April 1, 1995 the Company agrees to pay one dollar (\$1.00) per hour for each employee hour worked to the Canada Wide Industrial Pension Plan (CWIPP). Employee hours worked includes paid vacation hours and holidays. Payments will be made per the signed "Agreement to Participate in Agreement and Declaration of Trust Canadian-Wide Industrial Pension Plan."

Signed at Surrey, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_

National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada

PACCAR Parts  
Surrey Distribution Centre

(CAW-Canada), Local 3014

\_\_\_\_\_  
Roger Crowther Date  
National Representative

\_\_\_\_\_  
Sue Neil Date  
Division Human Resources Director

## LETTER OF UNDERSTANDING

### **Re: Special Recognition for Long Service**

In recognition of their length of service, the Company agrees that the following five employees:

- |    |            |    |                 |
|----|------------|----|-----------------|
| 1. | Al Drinovz | 4. | Tony Lee        |
| 2. | Ray Jensen | 5. | Bruno Meinhardt |
| 3. | Jim Pope   |    |                 |

shall be covered by the following provisions until their normal retirement date.

### **Retirement/Severance Benefits**

- (A) In the event of severance of an employee, except when an employee is discharged for just and reasonable cause, where the employee's age and service total seventy-five (75) years or more, the Company will provide a cash allowance equal to three (3) days for each year of service.
- (B) In the event of severance of an employee (except for discharge for just and reasonable cause) who is age sixty-five (65) with fifteen (15) years of service, such employee shall be paid a severance benefit equal to (5) days for each year of service in lieu of benefits in (A).
- (C) For the purpose of (A) and (B), service shall only count up to the date of March 31, 1995. (The final service year shall be prorated).
- (D) In the event of non-occupational permanent and total disability, a cash settlement will be provided to employees with five or more years of service on the basis of three (3) days pay for each year of service to a maximum of forty (40) days.

Signed at Surrey, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_

National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada

PACCAR Parts  
Surrey Distribution Centre

(CAW-Canada), Local 3014

\_\_\_\_\_  
Roger Crowther Date  
National Representative

\_\_\_\_\_  
Sue Neil Date  
Division Human Resources Director



**LETTER OF UNDERSTANDING**

**Re: Permanent Disabilities Re: Permanent Disabilities**

The Company agrees to make every reasonable effort to provide suitable employment, if available, to any non-probationary employee who suffers a permanent disability as a result of an industrial accident. Such employees will not be discriminated against and will also, by mutual agreement of the Company and the Union, be bypassed in a layoff.

Signed at Surrey, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_

National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada

PACCAR Parts  
Surrey Distribution Centre

(CAW-Canada), Local 3014

\_\_\_\_\_  
Roger Crowther  
National Representative

Date

\_\_\_\_\_  
Sue Neil  
Division Human Resources Director

Date

**LETTER OF UNDERSTANDING**

**Re: Shipper/Receiver Functions**

The parties agree that it is to the mutual advantage of everyone to become knowledgeable about all the functions of the warehouseperson classification. However, due to the employees' previous factory experience, the Company recognizes that not all of its present employees are capable on a day-to-day basis of performing the shipper/receiver aspect of the warehouseperson function at a high degree of efficiency; therefore, the Company recognizes that such a limitation on an individual employee's skills would not be grounds for discharge.

Signed at Surrey, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_

National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada

PACCAR Parts  
Surrey Distribution Centre

(CAW-Canada), Local 3014

\_\_\_\_\_  
Roger Crowther  
National Representative

Date

\_\_\_\_\_  
Sue Neil  
Division Human Resources Director

Date

## LETTER OF UNDERSTANDING

### Re: New Job Classifications

If any significantly new bargaining unit classification is instituted, the Company will establish the wage rate thereof. The Union may within two (2) weeks of the new classification being announced submit a grievance to an impartial arbitrator if the Union disagrees with the established wage rate. If an arbitrator establishes a lower or higher rate, the Company shall institute the new rate from the date of the arbitrator's award.

The job classification will be posted for five (5) working days. It is agreed that a bidder can be selected to fill a new job classification only if he/she is presently qualified based on skill and ability. As between job bidders, if an employee is clearly the best qualified based on skill and ability, he/she will be selected for the job. Where skill and ability are relatively equal then the bidder with the greatest seniority will be selected for the job.

Signed at Surrey, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_

National Automobile, Aerospace  
and Agricultural Implement  
Workers Union of Canada

PACCAR Parts  
Surrey Distribution Centre

(CAW-Canada), Local 3014

\_\_\_\_\_  
Roger Crowther  
National Representative

Date

\_\_\_\_\_  
Sue Neil  
Division Human Resources Director

Date

