

**A. & A. ANDERSON TANK SERVICE LIMITED**

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## **PURPOSE**

It is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union in promoting co-operation between the Employer and his Employees consistent with the rights of both parties. The parties therefore enter into this Agreement recognizing each others responsibilities and further agree to co-operate fully to attain the aforementioned conditions.

## **ARTICLE 1:00 RECOGNITION**

### **1:01**

The Employer shall recognize the Union as the sole bargaining authority for all Employees coming within the "unit" named in the Certificate of Bargaining Authority granted the Union in accordance with the Labour Relations Code of British Columbia and Amendments thereto.

### **1:02**

The Union recognizes that the Management operation, and direction of the working forces is vested exclusively with the Employer, such as the right to hire, promote, transfer, schedule, demote, discipline, discharge, assign, direct, implement and determine methodology. These rights shall be carried out in accordance with the terms of this Agreement.

## **ARTICLE 2:00 UNION SECURITY**

### **2:01**

The Employer shall submit a Check-Off List, Fees and Dues in accordance with this Agreement and in accordance with Section 16 of the Labour Relations Code of B.C.

### **2:02**

All Employees except Office Staff and those working less than four (4) days per month, shall become Members of the Union and shall continue to be Members of the Union as a condition of continuous employment.

Union Employees working less than four (4) days in any calendar month shall pay minimum dues as outlined in Article XV, Section 3 of the Service Employees International Union, Local 244 Constitution.

### **2:03**

The Employer shall hand each new Employee a Union Application Card and an Authorization Card for Union Fees and Dues deductions. The Employee shall complete said Cards in the presence of the Employer and the Employer shall submit the Union Application Card to the Union within ten (10) days, and shall retain the Dues Authorization Card on the Employee's file.

### **2:04**

The Employer agrees to remit Union dues, fees and assessments no later than the fifteenth day following the end of the month in which income was last earned by the Employees. With this remittance there shall be an itemized list showing the name of each Employee from whose wages such deductions were made and the amount of the deductions. With these remittances there shall also be a list of New Employees hired during the month with the Name and Address of each new Employee and a list showing the names of the Employees who have been terminated or are now on annual vacation, sick leave, W.C.B. and/or leave of absence. All dues remittances and assessments shall be shown on all T-4 slips.

**2:05**

Upon receiving one (1) month's notice from the Union, by Registered Mail, of a change in the Schedule Of Fees and Dues charged by the Union to its Members, the Employer shall make deductions in accordance with the said Schedule in respect to all Employees on the effective date of such change.

**2:06**

There shall be no discrimination against any Employee for being an Officer, Shop-Steward or Committee Man of the Union.

**2:07**

Shop-Stewards shall be recognized by the Employer, and the Union shall notify the Employer as to the Shop-Steward's name in each operation.

**2:08**

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

- 1) The Employer agrees to continue to pay normal salary and benefits to Employees on Union leave, and the Employer is to charge the Union for reimbursement of this cost.
- 2) Such costs shall include:
  - 1) Actual lost wages
  - 2) Employer's share of Canada Pension contributions
  - 3) Employer's share of Employment Insurance premiums
  - 4) Workers Compensation premiums
  - 5) Employer's share of any Health & Welfare premiums
- 3) When a shop steward is performing their duties and would unduly interfere with the operational requirements, the Employer may refuse the leave of absence.

**2:09**

That all new Employees, upon being hired, shall be introduced to the Shop Steward(s). At this time the new Employee(s) and the Shop Steward(s) will be given reasonable time to discuss all issues regarding the Employee's employment and the terms of the Collective Agreement.

**2:10**

No Employee shall be asked, and no Employee shall offer to make a written or verbal agreement and/or Contract with the Employer inconsistent with or at variance with the terms of this Agreement, nor shall any Employee sub-contract with the Employer.

**2:11**

No Member of the Union shall be required to work on any job on which any person is

working who is not a Member of the Union. This shall only happen when written notice is given to the Employer by the Union office, except in cases of questionable picket lines or declared hot edicts.

### **2:12**

All work undertaken by the Employer shall be performed by Employees as described within the Certificate of Bargaining Authority, and all such Employees within the described certified unit shall perform their work and receive compensation for such work, in accordance with the terms and conditions contained within this Collective Agreement and any Amendments that may be added to this Collective Agreement.

### **2:13**

The Representatives of the Union, after notifying the Employer shall have access to the Employer's premises during working hours to carry out the business of the Union in respect to the operation of this Agreement.

### **2:14**

It shall not be a violation of this Agreement for Members of Local 244 to refuse to cross a legal picket line.

### **2:15**

Except in the case of an emergency, every Motor Vehicle and every piece of mobile equipment shall be operated by a Member of the Union.

## **ARTICLE 3:00**      **HOURS OF WORK**

### **3:01**

The standard working shift for all Employees shall be eight (8) hours worked within eight and one-half (8½) consecutive hours or four (4) ten (10) hour shifts worked within ten and one half (10½) consecutive hours.

### **3:02**

- (1) The standard work week shall consist of five (5) eight (8) hour shifts with two (2) consecutive days off or four (4) ten (10) hour shifts with at least two (2) consecutive days off. Averaging schedules may be worked by Employees with the mutual agreement of the Union and Management.
- (B) Shift schedules shall be drawn up based on seniority, ability and job requirements. Employees scheduled for a ten (10) hour shift may request relief from this shift and such request shall not be unreasonably denied. The Employer may return Employees to an eight (8) hour shift if the Employer feels that the Employee is

unsatisfactory in the ten (10) hour shift, or if job requirements change.

**3:03 AN AVERAGING SCHEDULE:**

- (A) Shall allow the Employees to work a varying amount of working shifts. These working shifts shall not exceed twenty (20) in any twenty-eight (28) day period. All additional hours worked in excess of twenty (20) working shifts within the twenty-eight (28) day period shall be paid at the applicable overtime rates.
- (B) Shall be by mutual agreement between the Employee, Union and the Employer.

**3:04**

Time worked beyond the hours shown in 3:01, 3:02, 3:03 above, shall be paid for at the applicable overtime rates.

**3:05**

- (A) Employees who are required to be on telephone call or perform work of any kind during their lunch period, shall be deemed to be working and shall be paid for their lunch period.
- (B) In the event that a Driver is not equipped with his own lunch, travel to and from a Restaurant shall be part of his half (½) hour lunch break, unless the Restaurant is on your route.

**3:06**

A copy of this Agreement and a Schedule shall be posted on the Bulletin Board on the Employer's premises. The said Schedule shall contain the name of each Employee, his starting and quitting times, and days off each week. This schedule can only be changed if one week's notice is given. In the event of a schedule change, written notification shall be given to the Employee.

**3:07**

The scheduled work week shall be from 8:00 A.M. Monday to 8:00 A.M. the following Monday.

**3:08**

The day shall commence at 12:01 A.M. and end at 12:00 midnight.

**3:09**

- (A) A shift, commencing on one (1) day and continuing into the next day, shall be considered work performed on the day which the shift commences.
- (B) In the event that the Employer cannot convince any Employee to work on the Statutory Holiday, the Junior Employee will be required to fulfil the shift requirement.
- (C) An Employee's refusal to work on a General or Proclaimed Holiday shall not be a violation of this Agreement, and shall not be reason for termination of employment.
- (D) However, in the event the Company is unable to obtain sufficient available Drivers to fulfill their scheduling requirements, the Company shall require in the reverse of seniority that the Junior Employee be required to work.
- (E) Should the Junior Employee refuse such work, that Employee may be subject to disciplinary action.

**3:10**

- (A) Any Employee who reports to work at the request of the Employer, shall be paid a minimum of four (4) hours wages.
- (B) An Employee, who has worked four (4) hours in any day, shall be given the opportunity to work eight (8) hours that day at the regular wage rate, if work is available.
- (C) The above paragraph (2) does not apply to:
  - (i) an Employee who works sixteen (16) hours or less per week; and
  - (ii) Employees working at overtime rates.

**3:11**

Every Employee shall have at least ten (10) hours rest immediately preceding his next regularly scheduled shift.

**ARTICLE 4:00**      **OVERTIME AND PREMIUM RATES**

**4:01**

- (A) For the eight (8) hour shift:

For the first three (3) hours on any day, time and one half (1½) the Employee's basic rate shall be paid.

For all hours in excess of three (3), double the Employee's basic rate shall be paid.

- (B) For the ten (10) hour shift:

For the first two (2) hours on any one day, time and one half (1½) the Employee's basic rate shall be paid.

For all hours in excess of two (2), double the Employee's basic rate shall be paid.

- (C) However, it is agreed that all work performed on the Sunday of any work week shall be paid at one and one-half (1½) times the Employees regular rate of pay.

- (D) For all hours worked by an Employee on their first or second regularly scheduled consecutive day off shall be paid one and one-half (1 ½) times the Employee's basic rate of pay for the first eight hours and double (2) time for all other hours worked.

For all hours worked by an Employee on their third regularly scheduled day off shall be paid double (2) time for all hours worked.

- (E) Two (2x) times the Employee's hourly rate of pay shall apply to the Aquarium job.

- (6) All time spent by Employees working with SCBA's shall be paid at double the Employee's rate of pay (minimum of one hour).

#### **4:02**

For all hours worked in excess of twenty (20) working shifts within a twenty-eight (28) day period.

- (A) Time and one-half (1½) the Employee's basic rate for all hours worked.
- (B) For all hours worked on a General or Proclaimed Holiday named in Article 5:00, DOUBLE the Employee's basic rate per hour in addition to any other compensation the Employee may be entitled to, pursuant to Article 5:00.

#### **4:03**

When overtime is required by the Employer, it shall be offered to the Employees based on seniority. Prior to this being done, the overtime will be offered to the Employee who is on call.

#### **4:04**

Employees shall be paid the following shift premiums:

- (A) There shall be an ADDITIONAL seventy-five (75¢) cents per hour in addition to any Employee's regular rate of pay for any and all hours worked between 6:00 P.M. and 5:00 A.M.

- (B) The above Article shall only apply when an Employee's shift is scheduled during these hours.

**4:05**

All overtime shall be mutually agreed to by the Employee. An Employee shall not be forced to work overtime and refusal to work overtime shall not be a violation of this Agreement, nor shall it be reason for termination of employment. All overtime worked shall be in accordance with the applicable Statutes. In the event of an emergency where the Company is unable to obtain sufficient staff, the Company shall require, in the reverse order of seniority, that the junior qualified Employee be required to work.

**4:06**

- (A) Where an Employee is required to continue working on the completion of the regular scheduled shift, said Employee shall be entitled to take a one-half ( $\frac{1}{2}$ ) hour lunch break at any time after completing the regular scheduled shift, with no loss of pay, providing his total daily hours of work that shift are twelve (12) consecutive hours or more and said Employee shall be reimbursed ten (\$10.00) Dollars for a hot meal. The Employee shall note the meal allowance due on the time sheet and the Employer shall include the reimbursement on the same pay period and shall "note" meal allowance on the Employee's Statement of Earnings.

It is understood that reasonable expenses above this rate will be accepted.

- (B) If an Employee is recalled to work two (2) hours or less after completing the regular scheduled shift, the meal allowance and conditions above shall apply.

**4:07**

- (1) When an Employee is called out to work after his regular shift there shall be a minimum four (4) hour call-out at the applicable rates, regardless of the length of the job.
- (2) The rates of pay for a call out shall be:
- One and one half ( $1\frac{1}{2}$ ) times the Employee's rate of pay for the first two (2) hours.
  - All additional hours shall be at two (2) times the Employee's rate of pay.
- (3) A call out is defined as work required to be done for the company when an Employee has not been scheduled to work or is called back to work after punching out from his regularly scheduled shift.
- (4) The on call premium shall be seventy-five (\$75.00) dollars per week.
- (5) The Employees assigned to be on call rotation, shall be considered for the Aquarium job, if the driver is qualified.

**4:08**

At the Employee's option he may take overtime hours in pay or bank the hours. The banked hours to be taken at a later date as time off at the Employee's option and at a time agreeable to the Employee and the Employer.



**4:09**

When an Employee is requested and accepts to work on his day off and has been notified by 17:00 hours the day prior, the Employee shall be paid at one and one half (1½) times the Employee's rate of pay for the first eight hours and double time thereafter. This does not apply if the Employee has to report to work within a ten hour period of the 17:00 hours deadline. Hours of work outside these hours shall be classified as a call-out.

**4:10**

The weekly call-out/overtime work shall be distributed on rotation basis. The most qualified senior Employee shall be offered the call out one week, and each week thereafter the next senior Employee shall be offered the call out. If an Employee is unable to be on call during his/her rotation, the rotation shall be offered to the most senior Employee.

All Employees shall be able to trade rotation with other Employees.

**4:11**

Where an Employee has agreed to the weekly stand-by for call-outs, he shall be on call for that period and be accessible by Company-supplied Pager.

**ARTICLE 5:00 ANNUAL VACATIONS AND GENERAL HOLIDAY****5:01**

The following General Holidays shall be recognized by the Employer:

NEW YEAR'S DAY	CANADA DAY	THANKSGIVING DAY
GOOD FRIDAY	B.C. DAY	REMEMBRANCE DAY
VICTORIA DAY	LABOUR DAY	CHRISTMAS DAY
BOXING DAY	BIRTHDAY	

and all other Holidays which may hereafter be required to be observed under the Statutes Of Canada and/or the Province Of British Columbia.

**5:02**

Employees who have established seniority in accordance with Article 6:00, and who worked the scheduled shift before and the scheduled shift after the General or Proclaimed Holiday, shall receive their regular day's wage for the General Holiday in addition in any compensation in Article 4:00.

**5:03**

Vacation with pay shall be granted to all Employees in accordance with the provisions of the Annual Holidays Act; Statutes of British Columbia, and any Amendments thereto.

**5:04**

An Employee who has completed the service requirements listed below shall be granted a vacation and receive vacation pay as follows:

<u>SERVICE REQUIREMENT</u> (As of date of hiring)	<u>LENGTH OF VACATION</u>
(A)	
One (1) year .....	Two (2) week based on four (4%) percent of earnings.
Three (3) years.....	Three (3) weeks based on six ( 6%) percent of earnings.
Eight (8) years.....	Four (4) weeks based on eight (8%) percent of earnings.
Fifteen (15) years .....	Five (5) weeks based on ten (10%) percent of earnings.

**5:04** (Cont'd)

- (B) An Employee shall receive his vacation entitlement in a consecutive two (2) week period; an additional week(s) may be taken concurrently except when the efficient operation of the business would be adversely affected.
- (C) Vacation Pay shall be the applicable percentage of earnings for the previous calendar year but such payment shall not be less than forty (40) hours pay at his hourly rate for each week of vacation.
- (D) A maximum of two (2) consecutive weeks may be taken during the prime time of the year. The "prime time" shall be the months of: JUNE THROUGH SEPTEMBER, but extra consecutive weeks may be taken by mutual consent between the Employer and Union where the business of the Company would not be adversely affected.
- (E) Employees shall submit summer vacation requests to the Employer by the end of February of each year. The Employer will prepare the Employee's vacation schedule by March 15<sup>th</sup> . In preparing the vacation schedule, the Employer will take into account the Company's staffing requirements and the Employee's seniority.
- (6) An alternate prime time vacation poster shall be posted. Employees shall notify the Employer of their intention to apply for alternative prime time vacation. If additional vacation becomes available during this time it shall be assigned based on seniority and if the Employee has not already received a prime time vacation.
- (7) Employees who are on vacation will not be entitled to sign up for any overtime which would occur while on said vacation.

**5:05**

Any Employee whose employment is terminated for any reason whatsoever, shall receive holiday pay at the regular percentage rate of his total wages or salary earned in that year, up to the date of termination of his employment in lieu of vacation time and pay for the year.

**5:06**

Steady part-time or steady relief Employees shall be granted a vacation with pay in accordance with Articles 5:01, 5:02, 5:03, 5:04, 5:05 thereof.

**5:07**

Should a General or Proclaimed Holiday fall on an Employee's regular day off they shall receive:

- (A) another day off with pay, OR
- (B) receive another day's wages as mutually agreed to between the Union and the Employer.

**5:08**

If a General or Proclaimed Holiday falls during an Employee's Annual Vacation, they shall receive an extra day's vacation with pay in lieu thereof.

**ARTICLE 6:00**      **SENIORITY**

**6:01**

Starting January 1, 1994, seniority for Employees, who work less than full time, shall be calculated as hours worked (excluding overtime) in lieu of length of employment.

The probationary period shall be one hundred and twenty (120) calendar days. After the completion of the probationary period the Employee's seniority shall include the hours of the probationary period, but not to exceed one hundred and twenty (120) calendar days.

**6:02**

Seniority shall continue during a leave of absence granted by the Employer for a period of ninety (90) continuous days and may be extended by mutual agreement by the parties.

**6:03**

Seniority shall continue when an Employee is off due to illness for a three (3) month period, and the Employer may require the Employee to present a Doctor's Certificate as evidence of such illness. This three (3) month period may be extended by mutual agreement between the parties.

**6:04**

Seniority shall continue when an Employee is off work on account of an injury received while on the job.

**6:05**

In the event of lay-offs taking place due to a reduction of the working force, such reduction shall be made on the basis of length of employment, ability, and job requirements. Length of employment shall be given equal consideration with each of the other factors.

**6:06**

An Employee, whose lay off exceeds one hundred and twenty (120) calendar days, shall lose all seniority.

**6:07**

An Employee, who has been laid off and fails to return to work within forty-eight (48) hours after receiving notice to return to work, shall lose all seniority. It is the sole responsibility of an Employee who is laid off to leave with the Employer, a telephone number where they may be contacted. The Employer shall also notify the Union Office when the forty-eight (48) hours notification is to be issued.

**6:08**

A seniority list shall be provided to the Union within fifteen (15) days from January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

**ARTICLE 7:00**      **HEALTH AND WELFARE**

**7:01**

- (1) All Employees shall be covered by the Health and Welfare Plan, which shall be provided by the Union for the benefit of the Employees covered in this Agreement. The Plan, shall cover the Employees with the Medical Services Plan (BC Medical Plan) and other benefits necessary to maintain a good standard of health for themselves and their dependents.

Effective the first day of the month following ratification:

The Employer cost will be one dollar and forty (\$1.40) cents for each hour worked. The Employee cost will be twenty (20¢) cents for each hour worked.

Effective January 1, 2003:

The Employer cost will be one dollar and fifty (\$1.50) cents for each hour worked. The Employee cost will be twenty (20¢) cents for each hour worked.

It is recognized that the twenty (20¢) cents that the Employees are contributing is the money that they were contributing towards their L.T.D. Plan. The Employer shall submit these monies to an authorized Agency acting on behalf of the Health and Welfare Plan, each and every month as required by the Agency.

- (2) The Employer shall be responsible for completing all medical forms as requested by the carrier of the Health and Welfare Plan

**7:02**

The Union shall provide the Employer with an Annual Financial Statement of the Health Care Plan and such other information as may be requested by the Employer.

**7:03**

The Health and Welfare Plan shall cap off as a maximum of one hundred and sixty (160) hours per month per Employee.

**7:04**

Upon request of the Employer, the Trustees of the Health Care Plan will make available information regarding the Plan, where possible.

**7:05**

The Employer shall provide each Mechanic with Insurance to cover Employee owned tools which remain on Company property during non-working hours.

**7:06**

- (1) An Employee who accrued one (1) year of seniority as per Article 6:00 above, may utilize sick leave due to illness or non-occupational accident up to five (5) days per year and will be paid for these days off. The Employer may require the Employee to provide a doctor's certificate.
- (2) An Employee who is off sick shall report by 16:30 hours that they are returning to work the next day.

### **7:07**

When an Employee suffers from an Occupational Injury and/or Occupational Illness he shall resume his regular duties when he receives clearance to return to work by his Doctor and/or the Workers' Compensation Board. Where an Employee is advised by the Doctors and/or the Workers' Compensation Board that he should have a different type of workload, the Employer shall endeavour to facilitate this condition of employment, if the Employer has such work available. The Employee shall not suffer any loss of seniority and/or benefits.

## **ARTICLE 8:00      GRIEVANCE PROCEDURE AND ARBITRATION**

### **8:01**

Any grievance and/or dispute arising out of the interpretation, application and/or operation of this Agreement, that may arise during the Life of this Agreement, shall be promptly discussed, and the parties hereto shall diligently co-operate in an effort to adjust such grievance and/or dispute at the earliest possible time.

### **8:02**

Written notices of any grievance and/or dispute shall be given to the other party within ten (10) days of occurrence. The Employer shall respond within ten (10) days of receiving the grievance.

The procedure for adjusting all grievances and/or disputes shall be as follows:

- (A) By a discussion between the Employee(s) concerned and the head of the department.
- (B) By a discussion between the Employee(s), the Shop-Steward (if one is appointed), and the head of the department.
- (C) By a discussion between the Employee(s), the Business Representatives of the Union and the Employer.
- (4) Grievances and/or disputes settled satisfactorily shall date to the time of filing same.

**8:03**

- (A) Any grievance and/or dispute between the Employer and the Union involving the interpretation, application or any alleged violation of this Agreement may be referred by either party to:
- (i) The Labour Relations Board, pursuant to Section 84 of the Labour Relations Code of B.C., OR
  - (ii) Arbitration
- (B) If the grievance and/or dispute is not solved by negotiations between the Employer and the Union within seven (7) working days after negotiations have begun, either party may request in writing, that the grievance and/or dispute be submitted to Arbitration.
- (C) **SECTION 103**

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 (here insert name) or a substitute agreed to by the parties, shall at the request of either party:

**8:03** (C) (Cont'd)

- (i) investigate the difference,
  - (ii) define the issue in the difference, and
  - (iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.
- (D) If such request is made, an Arbitration Board, consisting of one (1) Representative selected by the Employer, and one (1) Representative selected by the Union, shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select its Representative within the time specified herein, the other party may appeal to the Labour Relations Board, to make the appointment.
- (E) The two (2) Arbitrators selected shall meet within forty-eight (48) hours after appointment, and shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, either of them may then request the Labour Relations Board to appoint a Chairman.
- (F) The Arbitration Board shall not have power to change, modify, extend, or amend this Agreement or to award costs or damages against either party.
- (G) The Board shall have the power to order, if it deems proper, that any Employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost. A majority decision of the Board

shall constitute the award. The decision of the Board shall be binding on both parties.

- (H) Each party shall pay its own costs and fees and the expenses of its Representatives and Witnesses. The fees and expenses of the Chairman shall be shared equally between the parties.
- (I) In the event of an Arbitration Board being appointed, such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.

## **ARTICLE 9:00 GENERAL**

### **9:01**

Where the Employer requires an Employee to wear a uniform or any special clothing, the Employer shall supply, launder and maintain such clothing in good condition. Where any question arises as to special clothing for any unusual work condition, the question shall be settled by mutual agreement between the Union and the Employer.

### **9:02**

The signing of this Agreement shall be no reason for the Employer to cancel any existing privileges that are not contrary to this Agreement. Working conditions and rest periods presently existing shall be maintained.

### **9:03**

Union Notice Boards shall be provided. Boards are to be used for Notices pertaining to the Employees only.

### **9:04**

In the case of death in the immediate family of an Employee, the Employer shall grant, upon notification by the Employee, a paid leave of absence of three (3) days. An additional week unpaid leave of absence shall be granted if the Employee requests it.

Immediate family shall mean: Mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, grandparents. Spouse shall include a common-law spouse.

### **9:05**

That the Employee be paid sixty (\$60.00) dollars per year for safety boots. This shall be paid within a week of the Employee providing the Employer receipts for the safety boots. This shall be paid by separate cheque.

### **9:06**

Within fourteen (14) days of an Employee requesting training, the Employer shall provide said training.

If training cannot be provided within the fourteen (14) days, the Employer shall provide the Employees and the Union with a written response outlining the reason why the training cannot be provided.

## **ARTICLE 10:00 DISCIPLINE**

### **10:01**

- (1) The Employer shall provide an Employee who is disciplined, a letter outlining the



reasons for the discipline. A copy of this letter shall be sent to the Union at the same time. These letters of discipline will be presented within twenty-four (24) hours of a business day.

- (2) That all letters of discipline be removed from an Employee's file two (2) years after the date of issue. This time period may be extended by mutual agreement between the Union and the Employer.

**10:02**

That the reasons stated in this Article will not circumvent the Employees from filing grievances and for these grievances to be heard based on the merit of the grievance. The following shall be deemed reasons for immediate discharge of an Employee:

- (3) Failing to report for work on time without sufficient reason.
- (4) Quitting before their scheduled quitting time.
- (5) The consumption of substances and/or prohibited substances during their working hours, which could cause impairment.
- (6) Incapable of performing their regular duties caused by condition in 10:01(C).
- (7) Having an unauthorized person on the job.
- (8) For violating Article 2:10.
- (9) In any instance where an Employee accepts other employment without the consent of management when:

**10:02** (Cont'd)

- i) on leave of absence for any reason,
  - ii) working for a competitor of the company or,
  - iii) the Employee's additional hours of work have affected his performance while performing his duties.
- (10) If vehicle or equipment on vehicle becomes inoperative due to:
  - i) Negligence while in operation by Driver or Trainee.
  - ii) Neglecting general maintenance on vehicle and equipment when

given an opportunity to do so during regular hours.

(1) Refusing work during regular work hours.

**10:03**

The Union may, at its discretion, request, and the Employer shall furnish upon request, the reasons, in writing, for discharge of any Employee coming within the scope of this Agreement.

**10:04**

Where an Employee is suspended for disciplinary action, said suspension shall not be considered a lay off.

**10:05**

Any Employee requested to meet with the Employer with respect to discipline or an Employee's formal work evaluation shall be informed of the nature of the discussion, and if the Employee so wishes, such Employee may have a Union representative present at the meeting.

**10:06**

All letters of discipline shall provide an Employee with a space acknowledging receipt of the letter.

**10:07**

A copy of a letter of discipline placed on an Employee's file which might at any time be the basis for disciplinary action shall be supplied concurrently to the Employee and the Union office.

**ARTICLE 11:00 CLASSIFICATIONS, WAGES AND PAYMENT OF WAGES**

**11:01 WAGE RATES**

(A)	<u>MAY 1<sup>st</sup></u> <u>2002</u>	<u>OCT 1<sup>st</sup></u> <u>2002</u>	<u>MAY 1<sup>st</sup></u> <u>2003</u>
TANK TRUCK DRIVER	\$23.97	\$24.27	\$25.07
VACUUM/FLUSHER OP	\$23.97	\$24.27	\$25.07

SINGLE AXLE	\$22.47	\$22.77	\$23.57
HELPER	\$15.87	\$16.17	\$16.97

All drivers who drive a single axle and were Employees as of September 8, 1994 shall be grandfathered at their current wage rate.

**11:01** (Cont'd)

There will be a voluntary Registered Retirement Savings Plan (RRSP) through payroll deduction. The Employee will notify the Employer how much they wish to contribute to the RRSP if they wish to participate. Once an Employee decides to contribute to this RRSP they will have to make the same contributions for the calendar year they are contributing.

(B) **Probationary Clause**

- (i) A new Employee shall be considered a Trainee up to a maximum of one (1) calendar year.
  - (ii) A new Employee shall be considered a probationary Employee for one hundred and twenty (120) calendar days. A probationary Employee's rate shall be eighty (80%) percent of the appropriate rate in place at the time.
  - (iii) If after the one hundred and twenty (120) calendar day probationary period, as outlined in Article 6:01 of this Agreement, the Employer wishes to extend the probationary period, he may do so by mutual agreement with the Employee and the Union.
  - (iv) Such Employee shall be paid ninety (90%) percent of the appropriate rate in force at the time.
- (3) The purpose of the probationary period is to determine, in the Employer's opinion, the suitability of the Employee for continued employment.

**11:02**

The application of the terms of this Agreement, shall not have the effect of reducing the Employee's wage rate in force at the time of its execution. The wage rates stated above shall be considered a minimum and shall not preclude the payment of a higher wage rate to any classification at the discretion of the Employer.

**11:03**

In the event the Employer hires Employees who come within the scope of this Agreement and for whom a classification not recited in this Agreement, and for whom a wage rate is not stated, the classification shall be added to this Agreement, together with a wage rate by an Amendment. If the parties are unable to agree on a wage rate, the matter may be referred to Arbitration.

#### **11:04**

Each Employee shall be paid every second (2nd) Friday all wages earned by him up to and including the previous Sunday. If pay day falls on a General Holiday or non-business day, wages shall be paid by the day previous. Wages shall be paid at the completion of the working day.

A separate detailed statement of earnings shall be given to each and every Employee. This statement shall show all the regular hours worked, the rate of pay, all overtime hours worked, general holiday pay, premium pay, and the date of the pay period. This statement shall also include a complete itemized list of deductions.

### **ARTICLE 12:00      PENSION PLAN**

Effective January 1, 2003 the Employer shall contribute two (2%) percent towards the Union pension plan. The Employees shall also contribute two (2%) percent towards the plan.

Effective January 1, 2004 the Employer shall contribute four (4%) percent towards the Union pension plan.

By December 1<sup>st</sup> of each year the Union will notify the Employer if the Employees wish to increase their contributions towards the pension plan. This will only be done once per year. If this is done, the Employees shall not reduce their contributions.

### **ARTICLE 13:00      LIFE OF AGREEMENT, TERMINATION AND RENEWAL**

#### **13:01**

This Agreement shall become effective as of the first (1st) day of May, 2002, and shall

remain in full force and effect until the thirtieth (30th) day of April, 2004, and shall renew itself without change on the first (1st) day of May, 2002, and on each first (1st) day of May thereafter unless written notice to commence negotiations for a new Collective Agreement to supersede this Agreement is served by either party to the other party within four (4) months prior to the thirtieth (30th) day of April, 2004 or the thirtieth (30th) day of April in any year thereafter.

**13:02**

In the event of notice served by one (1) party on the other, negotiations shall commence as quickly as possible following receipt of such notice.

**13:03 RETROACTIVITY**

- (A) This Agreement shall apply retroactively to all Employees employed on or after the date of ratification.
  
- (B) All retroactivity shall be paid within thirty (30) calendar days after the date of ratification.

**13:04**

Where notice has been served in accordance with Article 12:01, this Agreement shall remain in full force and effect until such time negotiations have been completed and a new Collective Agreement has been signed which will supersede this Agreement.

The parties hereto agree to exclude the operation of Section 50(2)(3), of the Labour Relations Code of British Columbia.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

**FOR THE COMPANY**

**FOR THE UNION**

A. & A. ANDERSON TANK SERVICE LTD.  
INTERNATIONAL UNION,

SERVICE EMPLOYEES  
LOCAL 244

MIKE MC DONALD  
COMMITTEE MEMBER

RICK TULL  
FLEET MANAGER

DAVE NEIL  
COMMITTEE MEMBER

\_\_\_\_\_  
RON HNATIUK  
GENERAL MANAGER

\_\_\_\_\_  
ROGER F. FITZPATRICK  
BUSINESS AGENT

**LETTER OF UNDERSTANDING #1**

**BETWEEN:** A. & A. ANDERSON TANK SERVICE LIMITED,  
17700 River Road, Richmond, B.C. V6V 1L9

**AND:** SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,

**FAST TRACK MED/ARB PROCESS**

1. The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement (Employer).
2. The outcome will be binding on the parties.
3. The cost will be borne in accordance with Section 103 of the Labour Relations Code, i.e. Employer one half ( $\frac{1}{2}$ ); Union one half ( $\frac{1}{2}$ ).
4. The procedure may be used after STEP ONE OR STEP TWO of the Grievance Procedure.
5. The procedure cannot be used should an application for a Labour Relations Officer under Section 84 of the Labour Relations Code have been made by either party.
6. No legal Counsel will be used by either party. The Union will use elected Officers or Business Representatives. The Employer will use Employees of their Industrial Relations Division.
7. The number of cases to be heard at any given time will not exceed three (3).
8. The parties or their Representative will try to get an agreed statement of facts for presentation to the Arbitrator.
9. Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.
10. In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
11. An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
12. General Rules of evidence will be waived except for the rule of "onus".
13. The Offices of the Employer and the Service Employees International Union, Local 244 will be used for the process on an alternating basis starting with the

Service Employees International Union, Local 244 Offices.

14. **PROCEDURE GUIDELINES**

(A) **The Opening Statement:**

This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

(B) **The Hearing:**

Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

(C) **The Argument:**

As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by Counsel to ensure that all relevant clauses are put before the Arbitrator.

(D) **Mediation:**

Counsel must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before him. Specifically, if Counsel can assist in assessing credibility and/or contradictory evidence, they should do so.

(E) **The Decision:**

If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with Counsel to explain the framework of his decision, the parties are provided with an opportunity to influence the exact terms of resolution. With the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

15. With respect to grievances involving customer complaints, the following will apply:

- (A) The person to whom the complaint was given be called to testify;
- (B) Bargaining Unit or Staff Employees who can provide direct evidence with respect to the evidence be called to testify;



- (C) Wherever possible, the complaint be committed to writing, in the customers own handwriting;
- (D) Prior to the Hearing, the parties discuss the evidence so there are no surprises.

16. The Mediator/Arbitrator will be selected on a rotating basis.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

**FOR THE COMPANY**

A. & A. ANDERSON TANK SERVICE LTD.  
INTERNATIONAL UNION,

**FOR THE UNION**

SERVICE EMPLOYEES  
LOCAL 244

MIKE MC DONALD

RICK TULL

DAVE NEIL

RON HNATIUK

ROGER F. FITZPATRICK

opeiu-15

**LETTER OF UNDERSTANDING #2**

BETWEEN: A. & A. ANDERSON TANK SERVICE LIMITED  
17700 River Road, Richmond, B.C. V6V 1L9

AND: SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,  
#301 - 7820 Edmonds Street, Burnaby, B.C. V3N 1B8

**PIECE WORK**

Where the Company is required to submit a tender based on piece work, the Employer and the Union shall establish, by mutual agreement, a unit amount to be paid to the Employees based on piece work. This letter will continue during the duration of this Collective Agreement.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

**DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.**

**FOR THE COMPANY**

**FOR THE UNION**

A. & A. ANDERSON TANK SERVICE LTD.  
INTERNATIONAL UNION,

SERVICE EMPLOYEES  
LOCAL 244

MIKE MC DONALD

RICK TULL

DAVE NEIL

RON HNATIUK

ROGER F. FITZPATRICK

opeiu-15

**A & A ANDERSON TANK SERVICE LIMITED**

17700 River Road, Richmond, BC V6V 1L9  
Telephone: 1-604-277-1628

**2002 - 2004**