

COLLECTIVE AGREEMENT

BY AND BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

May 1, 2003 to April 30, 2005

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BY AND BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

WITNESSETH: that the Parties hereto agree as follows:

ARTICLE 1 - OBJECTS

- 1.01 (a) The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- (b) For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 2 - BARGAINING AGENCY

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company employed at the place(s) set out in the certificate(s) of bargaining authority and at any other premises opened or taken over by the Company in British Columbia.
- 2.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 2.03 SUPERVISORS, OFFICE PERSONNEL DO NOT WORK No supervisors or office personnel will be allowed to use hand tools or carry out work which would be normally done by employees in the bargaining unit, except in the instruction or training of employees, or for the purpose of inventory or audit.

ARTICLE 3 - UNION SECURITY

- 3.01 UNION SECURITY The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Board of British Columbia must become Members of the Union within thirty (30) days of commencing employment and remain Members during the life of this Agreement. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith.
- 3.02 All present and new full-time employees of the Company who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Board of

British Columbia shall pay to the Union, as a condition of employment, and not later than thirty (30) calendar days after the commencement of his employment, dues, initiation and reinstatement fees by payroll deduction, as may from time to time be established by the Union for its Members, in accordance with the respective Constitution and/or By-Laws.

- 3.03 Notwithstanding the provisions of Article 3.02 preceding, the Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of five (5) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off; i.e., if the check-off for that month has not been remitted to that check-off; if the month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.
- 3.04 All deductions as required under Article 3.02 and 3.03 shall be made in each calendar month the employee is employed by the Company.

The monies so deducted shall be forwarded by the Company to the Secretary of the Union not later than the 15th day of the following month, accompanied by a statement listing the names of the employees and their Social Insurance Number, for whom deductions were made and the amount of each deduction.

All other remittances required for the negotiated Benefits, or any other coverage, required under this Collective Agreement, shall be remitted to the appropriate carrier not later than the 15th of the month following the month in which coverage is required.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes and agrees that:

- 4.01 The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- 4.02 The Company has and shall retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for proper cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.
- 4.03 The right to hire employees of its choice is vested exclusively in the Company, but when the Company requires new employees, it shall so notify the Union so that the Union shall have the opportunity to provide the Company with suitable applicants.

ARTICLE 5 - DEFINITION OF EMPLOYEE

- 5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Code of B.C. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" and/or "B" attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 DAY SHIFT The standard work day shall consist of eight (8) hours 8:00 A.M. to 4:30 P.M. The standard work week shall consist of forty (40) hours, Monday to Friday. Graveyard shift shall lead off at 12:01 A.M. Monday.

Hours of work in the shop may be changed by mutual agreement between the Company and the Union.

6.02 AFTERNOON SHIFT If a second shift is employed, the hours of work shall be seven and one-half (7 1/2) hours of work between the hours of 4:30 P.M. and 12:30 A.M. for which eight (8) hours will be paid and a shift premium of sixty-one cents (61¢) shall be added on to the classified hourly rate.

6.03 NIGHT SHIFT If a third shift is employed, the hours of work shall be seven (7) hours of work between the hours of 12:30 A.M. and 8:00 A.M. for which eight (8) hours shall be paid and a shift premium of ninety-five cents (95¢) shall be added on to the classified hourly rate.

6.04 LUNCH PERIOD Each shift shall have a half hour lunch period at mid-shift.

6.05 NOTICE OF SHIFT CHANGE The Company shall give the employee forty-eight (48) hours notice prior to changing of shifts.

6.06 SHIFT - TRANSFER OF EMPLOYEE When it is necessary for an employee to be transferred from one shift to another shift, said shifts will continue for a minimum of three (3) consecutive normal working days, or the overtime rates as provided for in this Agreement will apply. Such overtime rates shall not apply where an employee requests and is granted return to his previous shift within the three (3) day period.

6.07 SHIFT - START AND STOP TIMES If an employee is working on the second or third shift and is unable to start the shift on time and/or to complete the shift, then the hourly rate for such an employee shall be computed by dividing the employee's total pay for a regular full shift by the applicable total number of hours he would be required to work to qualify for a full second or third shift, multiplied by the actual hours worked.

6.08 In cases where hours of work must be varied in customers' camps to comply with Provincial Fire Regulations such work as is carried out under these conditions shall be at straight time rates for the first eight (8) hours.

6.09 SHIFT ROTATION When employees are being worked on two (2) or more shift schedules and where a majority of the employees request it, they shall rotate shifts.

6.10 OVERTIME All hours worked outside of the standard work hours, outside the established shift hours and outside the standard work week shall be considered overtime and paid at double time.

6.11 OVERTIME VOLUNTARY All overtime shall be on a voluntary basis. It is agreed that overtime may be necessary in order to respond to the efficient operation and service requirements of the business.

6.12 OVERTIME NOT PART OF DAILY GUARANTEE Where an employee, at the request of the Company, performs work at overtime rates, such time will be considered overtime only and will not be included in the computation of his daily guarantee as provided under this Agreement.

6.13 OVERTIME - CALCULATION OF Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a fifteen (15) minute unit basis. If an employee works any part of a fifteen (15) minute unit, he shall receive credit for time worked for that full fifteen (15) minute unit.

If the Company has a time clock when an employee works overtime his time worked shall be calculated on a 10 or 12 minute period depending on time clock calibration. If an employee works any part of a 10 or 12 minute unit, he shall receive credit for time worked for that full 10 or 12 minute unit.

6.14 (a) OVERTIME MEAL Employees who work beyond ten (10) hours per day shall receive a minimum of one-half (1/2) hour's pay for time off to eat a meal, and each four (4) hours thereafter, but may take up to forty-five (45) minutes off for such purpose. Further to this, if an employee feels that he requires additional time off, he will request such additional time from the Foreman and if the request is reasonable the Foreman shall grant same.

(b) The Company shall pay the cost of such a meal subject to the following conditions. The meal allowance for the Greater Vancouver area will be a maximum of fifteen dollars (\$15.00) for meals, and in the areas outside Vancouver the employees will buy a meal at the going rate of the area involved and be reimbursed for the cost. In all cases receipts shall be obtained and turned in to the Company with the amounts being justified by the prices in the area involved.

6.15 REST BETWEEN SHIFTS It is intended that every employee should have eight (8) hours' rest between shifts. In the event that an employee is recalled to work before such eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

CLARIFICATION: Employees working after midnight reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.

6.16 WORK BEFORE REGULAR SHIFT Employees called in before their regular starting time shall be paid at the double time rate for time worked prior to their regular starting time.

6.17 WORK AFTER REGULAR SHIFT Employees called back to work after their regular shift shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.

6.18 WORK ON SATURDAY, SUNDAY, GENERAL HOLIDAYS Double time for all hours worked on a Saturday, Sunday or on any General Holiday listed in Article 11, or day observed as such under the terms of this Agreement. This double time is in addition to any General Holiday pay an employee may be entitled to under other provisions of this Agreement.

6.19 WORK THROUGH REGULAR LUNCH PERIOD Where an employee is required to work through his regular established lunch period, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.

6.20 WORK WEEK - GUARANTEED

- (a) An employee who reports for work at the start of the standard work week shall be guaranteed full pay for the balance of the standard work week. The forty-eight (48) hour notice of lay-off provided in the Seniority Section of this Agreement shall take precedence when an employee is laid off on a Thursday. He would work Friday and Monday and by working Monday is not entitled to full pay for that week.
- (b) If an employee of his own volition does not report for his regular shift or shifts, then his weekly minimum five (5) shift pay base shall be reduced to the number received by subtracting the number of shifts missed from base 5.
- (c) Subject to the exceptions set out below, any employee reporting for work on his regular shift shall receive a minimum of eight (8) hours pay at his regular wage rate.

If eight hours is not available at his regular job, the employee shall perform such temporary work as may be assigned to him to qualify for such pay.

The provisions of this Section shall not apply in the event of:

- i) An emergency such as fire, flood, power failure, etc., beyond the control of the Company, or if:
- ii) He voluntarily leaves the work site, quits or is discharged for cause,
- iii) He was previously given forty-eight (48) hours notice as required in Article 9.04 (a).

and in any such event or circumstance occurring as outlined in i), ii) or iii) above, he shall be paid for the actual time worked at regular wage rate.

6.21 WORK WEEK - TUESDAY TO SATURDAY

- (a) If business conditions warrant that a Tuesday to Saturday work week be considered, the Company and the Union will discuss the establishment of such a schedule. If such a work week is established, a premium of forty cents (\$.40) per hour for all hours worked will apply.
- (b) Staffing for a Tuesday through Saturday work schedule shall first be on a voluntary basis, it being understood that employees hired after date of ratification of the 1994 Collective Agreement may be required to work the schedule.
- (c) Lay-offs and lay-off notice shall be in accordance with Article 9.04. However, lay-off notice shall be exclusive of Sundays, Mondays and General Holidays.

Note: See Letter of Understanding #11.

- 6.22 CALL TIME An employee called to work on a Saturday, Sunday, or on a General Holiday, (or days observed as General Holidays), shall receive a minimum of four (4) hours' pay at the prevailing overtime rates.
- 6.23 PREPARATION TIME The Company will pay one (1) hour personal preparation time to employees being sent on out-of-town jobs for a period of overnight or longer at regular rates up to time and one-half. This will not be paid if an employee prepares for a trip during his normal working hours or if the employee has had a minimum of twenty-four (24) hours notice that he will be going out-of-town. For branches outside the Greater Vancouver Regional District, the minimum notice shall be twelve (12) hours.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:
- STEP A The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Company within thirty (30) calendar days.
- STEP B Should a solution not be reached by Step A, then a business representative of the Union, accompanied by the employee if the employee or business representative so wish, shall discuss the matter with the Company. If a solution is reached, this shall be final.
- STEP C If an agreement is not reached under the provisions of Step B above, upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board, or other body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) days of appointment, the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company. The parties may agree that the recommendation rendered at this Step will be binding on both parties. If a solution is reached, this shall be final.
- 7.02 GRIEVANCE - TIME LIMIT Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, (exclusive of Saturdays, Sundays and General Holidays), in writing, require the Company to give him the reasons for his discharge or suspension and the Company will give such reasons to him, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of such an employee, only the reasons so set forth in writing, shall constitute cause.

7.03 SECTION 87 Grievances pertaining to discharge and suspension will not be processed under Section 87 of the Labour Relations Code of B.C. unless there is mutual agreement between the Parties.

ARTICLE 8 - ARBITRATION

8.01 If the procedures set forth in Section 7.01, Step A and Step B, do not result in a solution being reached within seven (7) days of the first discussion between a business representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows:

- (a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
- (b) The Party receiving the notice shall within five (5) days appoint a member for the Board and notify the other Party of its appointment.
- (c) The two (2) Arbitrators so appointed, shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour of British Columbia to appoint such third member.
- (d) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the Parties may extend the time by agreement in writing.
- (e) The Parties may mutually agree that a sole arbitrator be appointed in place of a three (3) person board. The decision of the sole arbitrator shall be deemed to be the decision of the Board and shall be final and binding. All expenses incurred by the sole arbitrator shall be paid equally by the Parties. Each Party shall pay its own costs.

8.02 If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place, or if the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an ex-employee should have been re-hired, that ex-employee shall be employed by the Company and paid all pay which he would have enjoyed and accorded all rights, privileges and benefits which he would have enjoyed if he had been hired at the proper time provided, that if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to re-hire and re-hiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Article, less any expenses which the employee has incurred in order to earn the wages so deducted, AND PROVIDED THAT the Arbitration Board if circumstances are established before it, which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Company to pay less than the full amount of wages lost.

- 8.03 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 8.04 If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.
- 8.05 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.
- 8.06 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

ARTICLE 9 - SENIORITY

9.01 SENIORITY LIST

- (a) The Company shall at least once every six (6) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.
- (b) Seniority lists shall be by Branch and when an employee takes employment in another Branch, he shall be slotted into the Branch seniority list in accordance with his Company seniority.

9.02 PROBATIONARY PERIOD When a new employee is hired, it is agreed that he shall be on probation for sixty (60) calendar days and during this period seniority will not be applicable. When the probationary period is completed seniority will commence from the date of hiring.

9.03 EMPLOYEE - RE-EMPLOYMENT An employee re-entering the employ of the Company after his right to recall has expired shall not be subject to another probation period.

9.04 LAY-OFFS

- (a) In the event of lay-offs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification. The Company shall give at least forty-eight (48) hours' notice on lay-offs, exclusive of Saturdays, Sundays and General Holidays.

If lay-offs occur, providing a senior man is capable of performing another job in the Branch, he shall be given the opportunity to take such a job.

If lay-offs are to take place out of seniority, the Company will discuss the matter with the Union during the forty-eight (48) hour notice period. If no agreement can be reached, the lay-offs will occur and the matter referred to the grievance procedure.

- (b) An employee laid off in one classification will be given the opportunity of displacing an employee in the same Branch with less seniority in a higher position provided the senior employee has the capability to perform the job.

Employees who bump to another job will be paid the wage rate for the new position.

Employees who accept a position under this Article shall have the right to reinstatement in their former position when such becomes available. The job, in such instances, shall not be posted and the employee will be reinstated in his former classification.

9.05 SENIORITY RETENTION

- (a) A laid-off employee shall retain his seniority and recall rights with the Company for the following periods:

Period of Seniority

Less than 12 months	6 months retention
12 months and over	12 months retention
60 months and over	24 months retention

- (b) If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such lay-off.

9.06 RECALL When vacancies occur, the Company shall re-hire laid-off employees according to their seniority and the principle of last man off, first man on, shall prevail, subject to their classification.

The Company shall contact laid-off employees either personally, by mail or through the Union dispatcher at the address or at the telephone numbers supplied by the employee.

It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off.

9.07 LAY-OFF PAY If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this agreement and that employee has a minimum of two (2) years' service with the Company he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept lay-off pay under the provisions of this Section before the end of his right to recall period, but in so doing shall forfeit all seniority rights accruing to him under this Agreement, by reason of his term of service with the Company.

9.08 When a member of the bargaining unit (excluding a probationary employee) agrees to a transfer within the Company to a position outside the bargaining unit, he shall maintain but not accumulate seniority for a period equal to his right to recall entitlement, after which his seniority shall be terminated. The Union shall be notified of such transfer.

ARTICLE 10 - VACATIONS

10.01 EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4 1/2%
1 year but less than 3 years	2 weeks	4 1/2% or 80 hrs *
3 years but less than 8 years	3 weeks	6 1/2% or 120 hrs *
8 years but less than 15 years	4 weeks	8 1/2% or 160 hrs *
15 years but less than 23 years	5 weeks	10 1/2% or 200 hrs *
23 years but less that 28 years	6 weeks	12 1/2% or 240 hrs *
28 years and over	7 weeks	14 1/2% or 280 hrs *

* pay at the employee's current classified rate, whichever is greater at the time the vacation is taken.

Employees will be paid all vacation pay during their scheduled vacation.

10.02 CALENDAR YEAR For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the Parties agree that when an employee has earned a minimum of fifteen hundred (1500) hours for which wages are payable in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth.

Employees who work less than fifteen hundred (1500) hours shall be paid at the appropriate percentage of their gross earnings for the work year immediately preceding the vacation period, as set out in Article 10.01 above.

For the purposes of computing the requisite hours, the time, not exceeding two (2) weeks, when receiving wage loss compensation from Workers' Compensation or Weekly Indemnity shall be considered as time worked provided that the employee returns to his employment.

10.03 VACATION PAY ON TERMINATION In the event of termination of service with the Company after an employee had his vacation he earned for the previous year, he shall receive the appropriate percentage as per Article 10.01, when applicable as the case may be, of his gross earnings he earned in the year in which he ends his employment for which no vacation has been paid.

10.04 VACATION PAY - STATEMENT OF Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and shall include all overtime payment, commissions, or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the proportionate vacation pay the employee is entitled to.

10.05 VACATION PERIOD

If an employee so requests, the Company will provide three (3) weeks of the employee's vacation time in the summer months (May 15th to September 15th). If a dispute arises, vacation periods will be allocated on the basis of seniority.

The Company will consider four (4) weeks' vacation during the summer months for those employees eligible for five (5) weeks or more vacation, if so requested.

10.06 VACATION ENTITLEMENT In any year that an employee becomes entitled to an additional vacation upon reaching his anniversary date of employment, he will be entitled to one (1) week's vacation with pay at that time.

(i.e. - An employee who reached his third (3rd) anniversary on October 1st would be entitled to one (1) weeks vacation at that time plus two (2) weeks vacation in the ensuing vacation period or he could save his newly achieved vacation time and take three (3) weeks vacation in the ensuing vacation period).

10.07 VACATION - ANNIVERSARY DATE AND CUT-OFF DATE An employee's anniversary of employment date will govern his attainment of vacation entitlement.

10.08 VACATIONS - SCHEDULE CHANGE An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned.

10.09 VACATIONS - REQUIREMENT TO TAKE Each employee shall be required to take the full annual holiday period that he is entitled to under the provisions of this Agreement.

10.10 VACATION ENTITLEMENT - RELATED TO STATUTES The entitlements of an employee under this Section shall at no time be less beneficial than those he would be entitled to under the provisions of any Government legislation or any Orders or Regulations made thereunder.

10.11 VACATION ENTITLEMENT - ELIGIBILITY FOR VACATIONS SHALL BE MAINTAINED, BUT NOT ACCUMULATED DURING ABSENCE

- (a) due to temporary illness or non-occupational accident exceeding one year;
- (b) with authorized leave of absence;
- (c) due to lay-off in excess of three (3) months cumulative in a vacation year.

10.12 ELIGIBILITY FOR VACATIONS WILL BE MAINTAINED AND ACCUMULATED DURING ABSENCE DUE TO:

- (a) a compensable accident;
- (b) serving in the non-permanent Armed Forces of Canada;
- (c) temporary illness or non-occupational accident not exceeding one year.
- (d) lay-off up to three (3) months cumulative in a vacation year.

ARTICLE 11 - GENERAL HOLIDAYS

11.01 The Company shall give to each employee a holiday with pay on each of the designated general holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated general holidays shall be:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. B.C. Day |
| 2. Heritage Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

and any other holiday declared, proclaimed or celebrated by the Federal and/or Provincial Government will be paid for.

11.02 GENERAL HOLIDAY - SATURDAY & SUNDAY When a General Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off then the next work day shall be observed as the Holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday, respectively, or on an employee's weekly days off, then the next two (2) work days shall be observed as holidays.

11.03 GENERAL HOLIDAY PAY WILL BE PAID General holiday pay provisions will prevail only where an employee has fifteen (15) calendar days employment with the Company and;

- (a) Where an employee is off work due to any circumstance for which he is eligible to receive compensation under the Workers' Compensation Act, provided such employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday.
- (b) Where an employee is off work due to sickness, quarantine, or an accident provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability.
- (c) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs.
- (d) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.

11.04 GENERAL HOLIDAY - DURING VACATION When a general holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.

11.05 The Company shall have the option of providing an alternate day(s) for those employees required to work Heritage Day and/or Easter Monday to provide customer service. The

alternate day shall, by mutual agreement, be either the last working day prior to the holiday or the Friday following the holiday.

ARTICLE 12 - WAGES

12.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classification and applicable wage rates shall be those agreed upon and set out in Appendix "A", attached hereto, and forming part of this Agreement.

12.02 (a) PAY STATEMENT The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions therefrom.

(b) PAY STATEMENT The Company shall, every second Friday or another designated pay day, pay to each employee all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular pay day, payment will be made the preceding day.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time and unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until the wages are paid or other arrangements are made.

In the event that an employee is laid off, the Company shall pay such employee not later than the next business day after he ceased to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions.

12.03 TIME SLIPS An employee shall be required, on Company time, to fill out time slips, service reports and job or work reports daily if the Company so requests.

12.04 CONSTRUCTION RATES

(a) Construction rates of pay shall be paid to employees to install permanent machinery on construction sites or who do repair work on construction sites that would otherwise be done by members of Building Trades Unions. The construction rates of pay shall only apply to the actual hours worked on the construction site.

(b) Construction rates shall not apply to service calls, inspection calls, warranty work and delivery jobs.

12.05 ACCIDENTS - PAY TO EMPLOYEES Employees involved in an accident while on the job shall receive eight (8) hours' pay at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a Doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided a Doctor's letter or note is supplied and he returns to complete the days work, if practicable.

12.06 WAGE RATE - HIGHEST DAILY RATE Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification.

ARTICLE 13 - TRAVEL TIME - TRANSPORTATION - EXPENSES

- 13.01 (a) (i) Travel time during the employee's regular shift hours, Monday to Friday inclusive, will be paid for at straight time.
- (ii) Travel time authorized by the Company or the customer outside the employee's regular shift hours, Monday to Friday, will be paid for at time and one-half up to a maximum of eight (8) hours in any twenty-four (24) hour period.
- (iii) All travel time for Saturday and Sunday and any holiday will be paid for at time and one-half to a maximum of eight (8) hours in any twenty-four (24) hour period.
- (iv) The exception to this provision would be where first-class sleeping accommodation is provided. In this instance, time would cease at 9:00 P.M. and commence at 8:00 A.M. the next day.
- (v) (a) Travel time at double time rates shall be paid outside the regular hours of work for those employees traveling in Company or rented trucks or cars. This provision shall not apply when an employee is traveling by a public carrier or to and from a public carrier.
- (b) Public carriers shall be defined as follows: buses, taxis, aircraft, trains, boats and any vehicle licensed to transport passengers and operated by a licensed operator (exclusive of Company trucks or cars mentioned in (v)(a) preceding).

Buses, aircraft or boats that may be chartered or purchased by the Company to transport employees shall be licensed to transport passengers and operated by an operator holding a current appropriate license to do so.

Travel time by employees outside the regular shift hours under (v)(b) preceding shall be at time and one-half, as defined in (ii), (iii) and (iv).

- (b) The exception to this provision would be where first class sleeping accommodation is provided while traveling on a public conveyance. In this instance, time would cease at 9:00 P.M., and commence at 8:00 A.M., the next day.

13.02 WORK OUTSIDE BRANCH AREA Employees required to report for work outside the base branch and who cannot return home daily, shall be paid all their transportation, accommodation and meal expenses, and other reasonable, miscellaneous, listed, receipted items.

13.03 WORK OUTSIDE CITY LIMITS

- (a) In going to work outside the limits of Greater Vancouver and returning daily, ***employees shall be at a location equal to the distance from their place of***

residence to their home branch, at the starting time, and allowed time to return to such location at the close of the workday. They shall be paid all fares to and from the city limits to place of work, or alternatively, be supplied with transportation by the Company. It is understood that where employees reside in the city where the work is being done, they shall report to and finish work at the regular starting and stopping time.

- (b) All time spent driving or riding in a motor vehicle to and from such job or jobs shall be considered as time worked.

13.04 JOBS AWAY FROM HOME

- (a) When an employee is going out on a job which will require his absence from home for one or more nights, the Company shall inform such an employee, on or before the day of his departure, of the approximate length of time he will be out on the job. If an employee is sent out on one job and subsequently is assigned to other jobs, the total period will not be extended beyond fourteen (14) days.
- (b) If there is reason to extend this period, and the employee requests to return home, the Company will transport such an employee back to his home base and during such transportation such an employee shall be accorded all the benefits and conditions as to traveling as provided under this Agreement.
- (c) This will not preclude long term out-of-town assignments which will be arranged in advance.

13.05 STANDBY TIME If an employee reports to a field job outside the Greater Vancouver area and through no fault of his own, is unable to work, he shall immediately contact the Company for instructions. Nevertheless, while being required to stand by the job, he shall be paid for a regular shift of eight (8) hours in each twenty-four (24).

13.06 LAY OVER TIME Where an employee is required to remain in the field on Saturday, Sunday or a General Holiday, he shall be paid eight (8) hours for each such day at straight time rates.

13.07 EMPLOYEE VEHICLES Employee vehicles shall not be used on Company business.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 UNION SERVICE

- (a) The Company shall allow time off work without pay for any employee who is serving on a Union Committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (b) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

14.02 LEAVE OF ABSENCE DUE TO INJURY

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as he is medically fit to return to work.
- (b) When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.

14.03 LEAVE OF ABSENCE - APPLICATION FOR If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union.

14.04 LEAVE OF ABSENCE - OTHER EMPLOYMENT DISALLOWED In any instances where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.

ARTICLE 15 - GENERAL PROVISIONS

15.01 INJURY REPORT An employee suffering injury while in the employ of the Company must report to the first aid department and/or attendant immediately, or as soon thereafter as practicable, and also report to that department and/or attendant on returning to work.

15.02 WASHROOM FACILITIES Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

15.03 (a) SAFETY CLOTHING The Company will provide the following subject to (c) below:

- Rubber clothes
- Rubber boots
- Welders' gloves
- Welders' aprons
- Goggles
- Helmets of a reasonable fit and a reasonable quantity as a tool crib item for shop, yard and field use
- Hard hats for job use where required.

(b) SAFETY GLASSES – Each employee required to wear prescription safety glasses shall be reimbursed by the Company for the cost of replacement glasses up to a maximum of one hundred and forty-five dollars (\$145.00) once per year, to be paid on a separate cheque.

On request, the Company will supply, at no cost to employees, standard safety frames.

(c) The Company will replace the following for Welders & Fabricators:

- Welding gloves
- Welding aprons

15.04 PROTECTIVE CLOTHING

- (a) The Company shall supply protective clothing when employees are engaged in cleaning equipment.

NOTE: It must be recognized that an understanding of this nature requires a high degree of cooperation between employees and the Company. Employees will not arbitrarily stop work without advising their supervisors.

- (b) The Company shall provide two (2) pair of insulated coveralls to employees who are required to work outside in severe winter conditions.

15.05 WATERLESS HAND CLEANER Waterless hand cleaner shall be supplied at all mechanical operations covered by this Agreement.

15.06 COVERALLS All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied, shall be of the proper size to fit the employee. There shall be at least three (3) changes available each week to the employees involved, and field servicemen going out on calls shall have several extra sets of coveralls to take with them when they go out on such calls.

15.07 LUNCH ROOM The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Lockers for personal storage shall be provided.

15.08 REST PERIODS An employee shall be granted two (2) fifteen minute breaks during the course of each shift - one (1) in each half of the shift. If an employee is working off the Company's premises, these periods shall be increased to twenty (20) minutes. The Company shall supply coffee free of charge during the break periods, on Company premises only.

15.09 CLEAN-UP Employees shall be allowed a minimum of five (5) minutes personal clean-up time each shift, such time to precede the end of the shift.

15.10 SHOP TEMPERATURE With the cooperation of employees, the Company will attempt to maintain comfortable shop temperatures during cold weather.

When performing repair work outside in severe winter conditions and the length of the job warrants protection, protection and/or heat will be provided where practical.

15.11 SHOP STEWARD

- (a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

- (b) When the Company for any reason finds it necessary to layoff or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.

- (c) Upon informing Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
- (d) The Shop Steward shall be allowed reasonable time during working hours to carry out his duties. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.
- 15.12 PICKET LINE It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an Employer with whom the picketing Union has a dispute.
- 15.13 BONDING If, at any time, the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company. An employee shall not fill out the required bonding application form until such application form has been sanctioned by the Union.
- 15.14 TOOL INSURANCE The Company shall provide, at its expense, tool insurance coverage to each eligible Journeyman and Apprentice. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, at no cost to the employee. Each employee will provide a brand name inventory of his tools on each anniversary date of the Agreement on a form supplied by the Company to be eligible for tool insurance.

Such tool insurance shall include coverage on an employee's tool box.

- 15.15: TOOL ALLOWANCE Effective **May 1st, 2003** Journeymen Mechanics with 12 months' service shall receive **four hundred dollars (\$400.00)** as a tool allowance, for tools purchased in the previous twelve (12) month period, to be paid on the first pay date following the end of the contract year. Provision of receipts is not required.

Effective May 1st, 2004 the allowance shall be increased to **four hundred and twenty dollars (\$420.00)**.

Apprentice Mechanics having a set of tools comprising 80% of the value of an average Journeyman's kit shall also qualify for such an allowance.

Effective **May 1st, 2003**, Welders and Assemblymen with a minimal tool list as mutually agreed by the Parties shall receive **ninety five (\$95.00)** as a tool allowance for tools purchased in the previous twelve (12) month period, to be paid on the first pay date following the end of the contract year. Provision of receipts is not required.

Effective **May 1st, 2004**, the allowance shall be increased to **one hundred dollars (\$100.00)**.

New Journeymen and Apprentices with less than 12 months' service prior to May 1st of each calendar year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

15.16 SUB-CONTRACTING Where the Company's facilities, space and trained personnel are available, the Company will endeavor to continue to have all work which is presently performed by its employees, performed by members of the bargaining unit.

The Employer and the Union will meet as required to discuss problems regarding sub-contracting.

15.17 NOTICE BOARD

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Steward:
 - 1. Seniority list
 - 2. Copy of the Agreement
 - 3. Welfare Plan Provisions

Any employee requiring such information shall contact the Shop Steward for same.

15.18 SEVERANCE In the event of amalgamation, permanent closure of the plant, or a department thereof, or automation, causing an employee to lose his employment with the Company, the Company hereby agrees to pay severance pay to such an employee provided the employee has a minimum two (2) years' service with the Company. Severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:

One (1) week's pay for each year of service with the Company to a maximum of **twenty-three (23)** weeks.

In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of Article 9.07 of this Agreement, request and receive payment of such pay.

NOTE: An employee on lay-off shall receive the greater of severance pay under this Article or lay-off pay should the conditions under this Article occur during his right to recall period.

Where a Branch is closed for whatever reason within 12 months of opening, or an employee is laid off for a period exceeding sixty (60) consecutive calendar days during such twelve (12) month period, then such employee having taken employment at that branch shall have the right to return to the previous branch where he/she was employed

with full recognition of seniority. In such event, neither severance pay under this Article nor lay-off pay under Article 9.07 shall apply.

15.19 BEREAVEMENT PAY If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: spouse, mother, father, brother, brother-in-law, sister, sister-in-law, children, step-children, adopted children, mother-in-law, father-in-law, grandparents and grandchildren. If the employee affected does not attend or arrange services then he shall only be entitled to one (1) day as provided under this Section.

If the funeral is outside the province and the employee attends, he, upon request, will be granted up to two (2) additional days. Banked overtime or vacation days may be used, otherwise the additional time is without pay.

15.20 JURY DUTY

- (a) All time lost by an employee due to necessary attendance on jury duty or acting as a witness or any court proceedings arising out of his employment, or subpoenaed as a witness, or in completing his driver's tests required by the employee for actual employment with the Company, or doctor's examinations in connection therewith, shall be paid for by the Company at the rate of pay applicable to said employee.
- (b) When an employee returns from serving on jury duty or from participating as a witness, he will be returned to the job held prior to serving.
- (c) If an employee is employed on an afternoon or graveyard shift and attends upon jury duty or if an employee is attending upon jury duty or acting as a witness and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty or acting as a witness as provided in this Subsection. All jury duty pay received by an employee for the days he received pay from the Company shall be paid over to the Company. Any employee on jury duty shall, subject to this Section, make himself available for work before or after being required for such duty whenever practicable during his regular shift.

15.21 DISMISSED OR IMPROPER CHARGES When a charge is laid against an employee, such charge arising while the employee was acting within his scope of employment with the Company, and such charge is dismissed or held improper by a court of competent jurisdiction or on an appeal taken therefrom, the Company shall pay the employee at his regular rate for the time loss due to attendances on his legal counsel and any court appearances. The Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred. Prior to the employee taking steps to defend him-self, he shall consult the General Manager of the Company to determine which legal firm should be used.

15.22 TRANSFER When an employee agrees to a transfer, the Company shall:

- (a) Allow reasonable living expenses to the transferred employee up to a maximum of thirty (30) days. Living expenses are to be discussed initially with the employee before departure and each fifteen (15) days thereafter;

- (b) Pay the transferred employee's transportation costs to the new location and supply first class accommodation and meals to the employee while he is en route to the new location;
- (c) Assume the cost of moving the transferred employee's family and household goods to the new location. This shall include the cost of transporting and accommodating the family while en route to the new location.

No transferred employee shall move his family or household goods at the Company's expense without written authority from the General Manager of the operation.

Any employee transferred to another branch shall, when his assignment is completed at that branch or location, have the Company pay all costs of moving him, his family and household effects back to his original location. This provision will only apply to employees who have been in the transferred position for three (3) years, or less.

15.23 ARTICLE HEADINGS The article headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

15.24 EDUCATION FOR UPGRADING The Company agrees to consider the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work. The cost of Tradesmen Qualification Examinations will also be considered.

The Company will be consulted prior to the employee incurring the obligation.

The Company shall pay for all authorized industrial first-aid courses as well as all required refresher courses for designated first-aid attendants.

Where an employee cannot attend weekend or evening classes, due to shift scheduling, then the Company shall pay the employee for all hours missed while attending First Aid courses.

When attending out of town courses, employees shall be paid maximum of eight (8) hours per day at straight time for all travel time.

15.25 SAFETY BOOT ALLOWANCE Effective **May 1st, 2003** all employees will receive **one hundred and fifty dollars (\$150.00)** annually as a safety boot allowance to be paid on the first pay date following the end of the contract year. Provision of receipts is not required.

Effective **May 1 2004** the allowance shall be increased to **one hundred and sixty dollars (\$160.00)**.

Effective May 1, 2003 a winter felt boot allowance shall be supplied to a maximum of sixty-five dollars (\$65.00) per year to full-time field mechanics who are required to work in adverse winter conditions, out of the Sparwood, Prince George, Kamloops and Terrace branches.

New employees with less than 12 months service prior to May 1st of each calendar year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

15.26 MOONLIGHTING

No employee shall undertake any work outside the Company premises, which could be construed in any way as competitive with the Company. It is understood that an employee on layoff may practice his trade but may not solicit business from the Company's customers as a self-employed person.

The term "moonlighting" shall refer to an employee who works for two or more employers. When this practice affects the Company's business or the employee's ability to perform his job it shall be, cause for discipline.

Prior to undertaking any personal interest or employment, which could be in conflict with this Article, the employee will advise and receive approval for same from Management and the Union.

ARTICLE 16 - TECHNOLOGICAL OR PROCEDURE CHANGES

16.01 In the event the Company proposes the introduction of equipment in its operations, requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change. Failure on the part of the Company to comply with these provisions will automatically give cause for grievance.

The Company agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation or a substantial change in job content, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a lay-off.

ARTICLE 17 - JOB POSTING

- 17.01 (a) In the event that a new job is created or a vacancy occurs or new equipment is installed in the operation, the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job. Should there not be a successful applicant from within the applicable Branch, the job posting shall be posted in all other Branches. For the purposes of this Article, operations within the Greater Vancouver Regional District shall be considered as one Branch.
- (b) Employees desiring such job shall then apply, in writing, within thirty-six (36) hours of such posting, except that employees on vacation or out of town on work for the Company at such time shall have the privilege of applying when they return.

- (c) Seniority, qualifications and ability shall be the determining factors in selecting applicants. Seniority shall be the governing factor if there is more than one qualified applicant.
- (d) The successful applicant on a job vacancy shall be considered to be on a trial period for up to thirty (30) working days. During this trial period, the employee must demonstrate that he can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer.
- (e) During the trial period, an employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to their former position, without a loss of seniority. In such cases, the Employer shall have the right to require all employees who changed job positions in consequences of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.
- (f) The vacancy may be temporarily filled until a permanent replacement is decided through the application of this Article.

17.02 NEW JOB CLASSIFICATION

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A" and/or "B", the Company and the Union shall promptly negotiate a wage rate for such classification.
- (b) Every effort will be made by the Parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day the new job commenced.
- (c) In the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to a single Arbitrator agreed upon between the Parties. Failing such agreement, either Party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

ARTICLE 18 - TRUCK MAINTENANCE AND SAFETY

18.01 TRUCK MAINTENANCE It is to the mutual advantage of both the Company and the employees, that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by law. The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management and in respect thereto the Company agrees as follows:

- (a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes.

ACCIDENTAL DEATH INSURANCE	Matches Life benefit	(24 hour cover.)
WEEKLY INDEMNITY	\$ 475.00	(1-2-26)*

* 1st day of disability due to an accident and
2nd day of disability due to sickness, for a maximum period of twenty-six (26) weeks.

(The UIC rebate shall belong to the Company).

HEALTH & WELFARE

Health & Welfare Policy Brochures outlining Benefit coverage will be distributed with the Collective Agreement and will be made available at the request of an Employee or the Union within 30 days after ratification.

The Company shall supply a copy of the Health & Welfare Policy document on request of the Union.

19.04 DENTAL PLAN

A - BASIC DENTAL 100%

B - PROSTHETICS
(CROWNS, BRIDGES AND DENTURES) 50%

(A & B combined annual maximum \$3,000.00 per person)

C - ORTHODONTICS
(DEPENDENT CHILDREN –
LIFETIME MAXIMUM - \$3,000.00) 50%

19.05 ELIGIBILITY An employee will be eligible for all coverage outlined above on the first (1st) day of the month following completion of his probationary period. Current employees on recall shall be re-enrolled on all benefits on the first (1st) day of the month following return to work. Those former employees rehired shall be enrolled at the earliest possible date according to individual plan requirements.

19.06 INSURED BENEFIT COVERAGE - ON LAY-OFF An employee who is laid off will be eligible for continued Medical and EHB coverage, paid for by the Company, for one month after the end of the month in which lay-off occurs. Coverage will continue for the period stated as long as the employee is unemployed and not receiving income from another Company. An employee on temporary lay-off, may continue his coverage for a period of three (3) months by paying the full amount of the Insurance, Medical and Dental premiums. The Company agrees to remit same with their regular group billing returns. In order for an employee to be eligible for the provisions of this subsection an employee must apply and remit payment to the Company prior to their billing date.

All benefit coverage under Article 19, shall be maintained for all employees on Weekly Indemnity or Long Term Disability for a period not exceeding one (1) year. For those employees on Workers Compensation, all benefit coverage shall be maintained for a

period not exceeding eighteen (18) months. Long Term Disability premiums remain payable by the employee while on Weekly Indemnity or Workers' Compensation. Such an employee may continue his coverage for an additional period of six (6) months by paying, at the start of each month, the full amount of insurance medical and dental premiums.

All employees on Workers' Compensation shall receive Workers' Compensation plus a supplemental amount paid by the Company that will guarantee the employee ninety percent (90%) of his regular net earnings for up to a maximum of fifteen (15) weeks.

19.07 PENSION PLAN The Operating Engineers Local 115 Pension Plan will be made available to all employees in the bargaining unit. Participation in **the Operating Engineers** Pension Plan is a condition of employment and new employees shall participate upon completion of their probationary period.

(a) UNION PENSION PLAN - The Company shall make contributions at the rates **set out below** per hour for which wages are payable on behalf of eligible employees. Pension contributions will not apply to sick time hours.

Effective May 1, **2003**, the Pension contribution shall be increased by **fifteen cents (15¢)**, for a total contribution of **three dollars and thirty-six cents (\$3.36)** per hour for which wages are payable.

Effective May 1, **2004**, the Pension contribution shall be increased by **twenty cents (20¢)**, for a total contribution of **three dollars and fifty-six cents (\$3.56)** per hour for which wages are payable.

Pension contributions shall be paid for on all annual vacation hours entitlement as per 10.01. i.e. one (1) week's vacation – forty (40) hours pension contributions.

For new employees serving a probationary period, contributions will be made retroactively to the Union Pension plans upon successful completion of their probationary period.

The Company is required to report on the forms provided by the Pension Plans.

Contributions must be forwarded by the Company to the respective Union plan by the fifteenth (15th) day of the month following that in which contributions occur.

The Pension Plan's Auditor may inspect during regular business hours, the Company's record of time worked by employees and contributions made to the Plan.

(b) COMPANY PENSION PLAN - Employees covered by the Company Plan shall be governed by the provisions of that Plan.

19.08 LONG TERM DISABILITY The Employer agrees to provide an employee paid long term disability plan for eligible employees, which provides for a portion of regular monthly earnings to be paid to the employee after twenty-six (26) weeks of absence continuing until recovery or age 65.

ARTICLE 20 - SAVINGS CLAUSE

- 20.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule(s) attached hereto or working less hours than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.
- 20.02 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 20.03 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 21 - DURATION

- 21.01 This Agreement shall be in full force and effect from and including May 1st, **2003**, to and including April 30th, **2005**, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding April 30th, **2005**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 21.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union goes on strike, or the Company locks out, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 21.03 By agreement of the Parties hereto, the provisions of Section 50 (2) and (3) of the Labour Relations Code of B.C. are specifically excluded.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

APPENDIX "A" - WAGE SCHEDULE

	<u>May 1, 2003</u>	<u>May 1, 2004</u>
<u>SHOP</u>		
JOURNEYMAN MECHANIC	\$26.19	\$26.74
JOURNEYMAN WELDER	25.47	26.02
HELPER	17.16	17.71
 <u>PARTS DEPARTMENT</u>		
JOURNEYMAN PARTSMAN	\$25.19	25.74
 <u>PREMIUMS</u>		
CHARGE HAND	\$2.50	} above the highest journeyman
LEAD HAND	\$1.20	} classification supervised
FIRST AID ATTENDANT	\$0.60	

A.01 Students shall be paid **\$10.00** per hour and will accumulate no seniority. They shall also be exempt for coverage under the Medical - Insurance - Dental - Pension provisions of this Agreement.

A.02 Partsmen Moving From One Company To Another

- (a) If same product line they retain their job category.
- (b) If different product line they will drop one (1) category.

A.03 PARTSMEN RATES Partsmen shall be hired at the following pay rates:

(Wage rate adjusted to reflect a 36-month term)

0 to 6 months	- 65% of Journeyman Partsmen
7 to 12 months	- 70% of Journeyman Partsmen
13 to 18 months	- 75% of Journeyman Partsmen
19 to 24 months	- 80% of Journeyman Partsmen
25 to 30 months	- 90% of Journeyman Partsmen
31 to 36 months	- 95% of Journeyman Partsmen

Apprentice Partsmen indentured under the Apprenticeship Act shall be paid on the basis of the percentage increments provided therein for the Partsmen Apprenticeship program.

APPENDIX "B"

B.01 APPRENTICES

Apprentices will be classified in their trade and laid off accordingly with that trade.

Company will pay apprentices while at school within six (6) months after lay-off provided the employee was active in the apprenticeship training and was scheduled to attend at school at the time the layoff occurred.

- (a) All Apprentices employed by the Company shall be indentured to the Operating Engineers' Joint Apprenticeship Board within sixty (60) days of commencing his apprenticeship in accordance with the provisions of the Operating Engineers' Apprenticeship.
- (b) The length of an Apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the Provincial Apprenticeship Branch or in this Schedule.
- (c) Any registered Apprentice, who, as a requirement of his Apprenticeship attends school, shall be paid his regular wages by the Company, based on a forty (40) hour week, while attending school. This pay shall only apply for up to a maximum of six (6) weeks in each calendar year and the amount of any Government grant received by such an Apprentice shall be deducted therefrom.

Apprentices who attend school during the seventh (7th) and eighth (8th) weeks of scheduled apprenticeship training in accordance with the prescribed apprentice program, will be entitled to take any accrued paid time off for which he/she may have accumulated. Additionally, any government grants the apprentice may be entitled to during this period will be retained by the apprentice.

- (d) An Apprentice, having served his required time and having passed any necessary examinations presented by the Apprenticeship and Industrial Training Branch of the Department of Labour, will automatically be classified as a Journeyman.
- (e) The number of Apprentices employed shall not exceed the ratio of one (1) Apprentice to each four (4) Journeymen.
- (f) A Welding Apprenticeship Contract shall be for a term of two (2) years provided the prospective Apprentice has a minimum of six (6) month's Technical Welding Training in a Provincial Vocational School.
- (g) The wage rate for an Apprentice shall be based on a percentage of the Journeyman's wage rate and where applicable the following scales shall apply:

FOUR YEAR CONTRACT OF APPRENTICESHIP

1st 6 months - 50% of Journeyman rate
2nd 6 months - 55% of Journeyman rate
3rd 6 months - 60% of Journeyman rate
4th 6 months - 65% of Journeyman rate
5th 6 months - 70% of Journeyman rate
6th 6 months - 75% of Journeyman rate
7th 6 months - 80% of Journeyman rate
8th 6 months - 90% of Journeyman rate

- (h) The Company shall make contributions at the rate of **six cents (6¢)** per hour for which wages are payable hereunder, to each employee within the scope of this Agreement, to the Operating Engineers' Apprenticeship Board, 4333 Ledger Avenue, Burnaby, BC V5G 3T3.
- (i) An Apprentice shall not receive further percentage increments without having passed the required training modules and having served his required time on the job.
- (j) The Parties hereby agree that apprentices indentured to the said Apprenticeship program are required to pass all prescribed courses in order to be paid as per Appendix **A.03 and B.01(g)** of the Master Agreement.
- (k) ***The employer shall be responsible for the preauthorization/registration of benefits payable through Human Resources Development Commission.***

B.02 OFF PROPERTY PREMIUM Service repair employees working off Company property and who are performing duties for the Company shall have their classified hourly rate increased by **one dollar and sixty cents (\$1.60)** per hour **effective June 14, 2003.**

Effective May 1, 2004, the premium will be increased to one dollar and seventy cents (\$1.70) per hour.

Off-property premium will not be included with rate for overtime.

B.03 - PARTS DEPARTMENT: WORK WEEK

- (a) Any shift which commences from 7:30 A.M. but not later than 9:00 A.M. shall be considered a day shift. A shift commencing after 9:00 A.M. and prior to 6:00 P.M. shall be considered an afternoon shift. Any shift commencing after 6:00 P.M., and prior to 7:30 A.M. shall be considered a third or graveyard shift.
- (b) Shifts may be arranged on a Monday to Friday or a Tuesday to Saturday basis.
- (c) Employees on a Tuesday to Saturday schedule will receive a premium of one dollar and thirty cents (\$1.30) per hour for all hours worked during the week.
- (d) Lunch periods shall be within one-half hour of mid-shift.

- (e) Clarification of Tuesday to Saturday Work Week - The Tuesday to Saturday Work Week shall be on a voluntary basis, unless the Company cannot obtain enough volunteers to fill the requirements, then the junior men in the required categories will be requested to work such shift.

Where the Company has to appoint men to this shift, any one period of service shall not exceed thirty (30) days.

- (f) The standard work week shall consist of forty (40) hours on day shift, Tuesday to Saturday inclusive. Sundays and Mondays shall be regular days off for this shift, and any work performed on these days off shall be paid at overtime rates as provided in this Agreement.
- (g) Note: Tuesday to Saturday work week: Sunday and Monday being regular days off, any General Holiday falling on or celebrated on these days off shall be celebrated on Tuesdays. All General Holiday payment provisions contained in this Agreement shall be applicable to this Tuesday General Holiday.
- (h) Employees called back to work after completion of a regular day's work, would be covered by the regular call back provisions contained elsewhere in the Agreement.
- (i) Work Through Regular Lunch Period Where a parts and warehouse employee is required to work through his regular established lunch period and is unable to take a lunch break within half an hour (1/2) of his regular established lunch period, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.

B.04 LEAD HAND A Lead Hand is an employee who is able and willing to instruct others in the performance of their work, or who, because of exceptional skill and ability or the nature of his work, is so recognized by the Company.

B.05 CHARGE HAND A Charge hand is an employee assigned to instruct others in the performance of their work and is held responsible for the quality and quantity of the work.

B.06 SICK TIME The Company shall grant sick leave credits to each employee. These credits shall be granted on the following basis.

At the beginning of each anniversary year of the Collective Agreement, an employee will receive credit for **forty (40)** hours sick leave to apply to the service year which is just commencing. Before reaching the anniversary date at which time sick credits will be received, a new employee will receive during the interim period, sick leave credit based on **three and one-third (3-1/3)** per month which will be accumulative to a maximum of **forty (40)** hours. A new employee shall not receive sick leave credits until he has been in the employ of the Company for sixty (60) calendar days.

The Company shall, to the extent that sick leave credits are available, pay to an employee who reports sick on a regular work day the equivalent of **one hundred per cent (100%)** of the wages he would have earned at his classified rate of pay for his normal hours of work and reduce his sick leave credits by the number of hours that correspond with the number of hours that he received sick pay for.

Sick time shall be subject to the following provisions:

1. Sick leave shall be granted for an employee's personal use only.
2. An employee who reports sick during any day will have his sick leave allotment reduced by the number of hours he received sick pay for that day.
3. Sick time is not to be used for any purpose other than legitimate illness.
4. All absence due to illness of a duration of more than three (3) consecutive scheduled work day shall require a doctor's certificate to an employee's department manager. Where a doctor's certificate is required by the Company, the cost of such certificate shall be borne by the Company.
5. It is the responsibility of an employee to immediately notify his department supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.
6. In computing time service with the Company for the purpose of determining eligibility for sick time with pay, it will be governed by an employee's commencement date with the Company.
7. All unused sick time per service year may be accumulated up to a maximum of sixty-four (64) hours sick time provided that: Accumulated extra sick time may only be used after the annual **forty (40)** hours sick time has been used up.
8. No pay or allowance will be made in lieu of sick time.
9. To the extent that they are available, sick leave credits up to a maximum of three (3) days will be used prior to going on Weekly Indemnity.

APPENDIX "C"

Health & Welfare Policy Brochures outlining Benefit coverage will be distributed with the Collective Agreement and will be made available at the request of an Employee or the Union within 30 days after ratification.

BENEFITS

GROUP INSURANCE BENEFITS

Life

Schedule	2 x Annual Base Earnings to the next \$1,000
Maximum	\$100,000
Termination Age	Retirement

AD&D

Schedule	Matches Life Benefit 24 Hour Coverage
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Weekly Indemnity

Schedule	Flat Benefit of \$475.00/week
Benefits Begin	1st day of accident 2nd day of sickness
Benefit Period	26 weeks
Termination Age	Retirement

Long Term Disability

Schedule	60% of monthly earnings
Maximum	\$2,250 per month
Non-Evidence Maximum	\$2,250 per month
Elimination Period	26 weeks
Benefit Period	To age 65 or prior recovery

Extended Health Care

Maximum	Unlimited
Co-insurance	80% for the first \$1,000 (not including the deductible) of eligible health expenses per person, thereafter 100% co-insurance within the calendar year.
Deductible	\$25 single/\$25 family

Hospital	Private or Semi-private
Prescription Drugs	Prescription required Oral contraceptives are not covered.
Prescription Eyeglasses	Employee & Dependents \$200/24 months <i>The Company will provide additional coverage regarding eye examinations for employees and dependants at 80% to a maximum of \$75.00 per person every two years (24 months).</i>
Chiropractor & Naturopath	\$200/calendar year
Podiatrist	\$100/calendar year
Speech Therapist	\$100/calendar year
Psychologist	\$100/calendar year
Physiotherapist & Massage Practitioner	\$250/calendar year
Acupuncturist	\$100/calendar year
Private Duty Nursing	30 days/calendar year - in hospital nursing only
Hearing Aids	\$400/5 years/dependent children
Orthopaedic Shoes	\$400/adult/calendar year and \$200/dependent child/calendar year
Out-of-Country Coverage	100% co-insurance Travel Assist Card included
<u>Dental Care</u>	
Deductible	Nil
Basic Services	100%) combined maximum of \$3,000 /person/year
Major Restorative Services	50%)
Orthodontic Services	50% - Maximum \$3,000 /lifetime/child
Termination	Retirement

LETTER OF UNDERSTANDING #1

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Banked Overtime

In branches where it is mutually agreed that overtime may be banked, employees shall state whether overtime is to be banked or paid at the beginning of each fiscal quarter. An employee may bank overtime equivalent to **sixty (60)** hours straight time maximum. All overtime worked thereafter shall be paid at the appropriate rate to said employee. Banked overtime may be cancelled by either party upon ninety (90) days written notice. Banked overtime is definitely not to be taken in June to August holiday period unless acceptable to the Company. All unused banked overtime must be paid out at the end of the Company's fiscal year. That is, no banked time can be carried over a fiscal year end.

Banked time will be used to minimize lay-offs. Selection of employees to use banked time off shall first be on a voluntary basis, and secondly according to seniority, subject to the operating needs of the business.

Banked hours may be withdrawn by an employee in whole or in part at their regular rate at time of withdrawal. In the event an employee also wishes time off, such time will be by mutual agreement and subject to the operating needs and service requirements of the business.

Banked hours may not be withdrawn during a month in which a disciplinary suspension occurs unless the banked time off had been arranged prior to the disciplinary suspension being levied.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The undersigned parties agree as follows:

Re: PARTS DEPARTMENT - STANDBY AND CALL OUT TIME

It is understood and agreed that the parties will standardize the Parts Department standby and call out time as follows:

1. Call Out: All Parts Department employees in the companies affected will be compensated for parts call out on the following basis:
 - a) Parts Department employees who are interested will sign up for parts call out. Call out will be done on a rotational basis from the list of employees who have signed up.
 - b) For each call out after a regular shift, employees shall be compensated over the two-year term as follows:

Parts Department employees called out shall be paid at the greater of two (2) hours, or the actual hours necessary to complete the call-out, at the overtime rate up to 10:00 P.M.

Parts Department employees called out between 10:01 P.M. and 6:59 A.M. shall be compensated ***at the greater of \$125.00, or the actual hours necessary to complete the call-out, per call.***
 - c) Employees called out shall also be credited four hours pension contribution.
2. Standby: Employees designated for Standby, as per 1(a) above shall receive ***one hundred twenty-five dollars (\$125.00)*** per week, Monday to Monday.

The Company may require such employees to carry a pager or cellular phone.

An additional twenty-five dollars (\$25.00) shall be paid for each Statutory Holiday.

This Letter of Understanding shall be governed by the provisions of Article 21 of the Collective Agreement.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #3

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The Parties agree that for the duration of the **2003** Collective Agreement the following shall apply:

RE: ARTICLE 15.16

- a) It is the understanding of the Parties that sub-contracting and contracting out may be necessary.
- b) Where work must be performed by others, the Company shall have its sub-contract work performed by a Union Shop, subject to the ability of that Shop to meet the requirements of the Company.
- c) The Shop Steward, or their designate, or in their absence, the Union, will be contacted as soon as possible concerning the contracting out of work prior to the work being done. Whenever not possible, the Company will discuss with the Shop Steward or the Union their reasons for contracting out at their first opportunity.
- d) Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Article, either Party may refer the dispute to a sole arbitrator under the provision of Article 8 of this Agreement who shall determine the dispute on an expedited basis. The sole arbitrator's decision will be final and binding.
- e) This Article does not alter existing contractor or sub-contractor relationships and/or practices.
- f) There will be a quarterly meeting held in each Branch to discuss any contracting out of work.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #4

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: ARTICLE 10.01

Those employees selecting or continuing on the Company Pension Plan shall receive vacations and be paid for the vacation in accordance with the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
- Less than one year	1 day for each major fraction of month worked (max.10 working days)	4 1/2%
- 1 year but less than 2 years	2 weeks	4 1/2% or 80 hours*
- 2 years but less than 7 years	3 weeks	6 1/2% or 120 hours*
- 7 years but less than 15 years	4 weeks	8 1/2% or 160 hours*
- 15 years but less than 20 years	5 weeks	10 1/2% or 200 hours*
- 20 years but less than 25 years	6 weeks	12 1/2% or 240 hours*
- 25 years but less than 30 years	7 weeks	14 1/2% or 280 hours*
- 30 years and over	8 weeks	16 1/2% or 320 hours*

* pay at the employee's current classified rate, whichever is greater at the time the vacation is taken.

Employees will be paid all vacation pay during their scheduled vacation.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #5

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Subject to Article 10.04, the Company recognizes that occasionally special circumstances will cause an employee to seek a portion of his vacation pay which is greater than the proportion of vacation time he is taking.

In such circumstances the company will allow the employee to draw up to 100% of his vacation pay when he begins his vacation.

It is understood that employee requests will be reviewed on a case by case basis and where granted, the employee will still be required to take his entire vacation time during the vacation year.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #6

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: ARTICLE 9.04 (b)

An employee on lay-off may "bump" a junior employee classified in a higher rated job in the same branch should an employee's lay-off exceed ten (10) consecutive working days. The "bump" will take place on the Monday or the Tuesday, depending on the shift the employee will be assigned to, following the ten (10) days.

Employees who bump into a higher rated job must remain in that classification, subject to the provisions of this letter, until the employee they displaced is recalled from lay-off or a vacancy occurs in the higher rated job.

The Parties agree that bumping under this Letter of Understanding shall be in accordance with the lay-off and work week provisions of the Collective Agreement.

Any employee who "bumps" another employee must be qualified and have previously demonstrated their ability to perform the job.

An employee will not qualify to "bump" another employee in any classification which the employee would not otherwise qualify for through the job posting procedures in the Collective Agreement.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #7

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: OVERTIME

In order to clarify the negotiated Agreement, the Parties agree that:

- a) The following premiums will compound with the regular hourly wage rate.
 - Lead Hand
 - Charge Hand
 - Shift Differential per Article 6.02 and 6.03
- b) The following premiums will not compound with the regular hourly wage rate.
 - Tuesday to Saturday Shift Differential
 - Off-Property Premiums
- c) The following premiums will or will not compound with the regular hourly wage rate consistent with past practice.
 - First Aid Attendant

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #8

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: ACCUMULATED SICK LEAVE – 1992/1994 COLLECTIVE AGREEMENT AND PRIOR

The Parties agree as follows:

1. Employees may utilize up to forty (40) hours, [five (5) days] banked sick time per incident, prior to going on Weekly Indemnity.
2. Once an employee's banked sick time (prior to 1994) is depleted, employees will fall under the current Collective Agreement as per Article 19.03 and B.06.
3. The Company will review its records of employees with banked sick time and reimburse any individual who has been paid less than as described above, retroactive to May 1, 1994.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #9

BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Re: WAGES AND PENSION CONTRIBUTIONS

Effective May 1st, 1995, the Company shall remit an additional twenty-seven cents (27¢) from wages to the Union Pension Plan in accordance with Article 19.07 of the Collective Agreement.

Signed this _____ day of _____, **2003**.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #10

BY AND BETWEEN: WAJAX INDUSTRIES LIMITED

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: **Fort St. John Corridor**

WHEREAS Wajax closed its Fort St. John operation as of December 31, 2001;

AND the nearest Wajax operation in British Columbia is currently located in Prince George, over five hours away by vehicle;

AND Wajax has an operation in Grande Prairie, Alberta that is not covered by the Collective Agreement between Wajax and the Union, but is approximately one-half the distance to the Fort St. John area by vehicle as is the Prince George branch;

THE PARTIES AGREE THAT:

1. Wajax may use employees from its Grande Prairie branch to service customers in the Fort St. John area which is defined as the area bordered by Rose Prairie, Bear Flat and Dawson Creek;
2. The Grande Prairie employees will not be subject to the terms of the Collective Agreement while they are performing work in the Fort St. John area or travelling to and from the area from Grande Prairie;
3. Wajax agrees to remit union dues for the Grand Prairie employees on a *pro rata* basis for each hour that they work in the Fort St. John area, plus pension contributions paid to the Operating Engineers Pension Plan;
4. The Grande Prairie employees will not work in total more than 600 hours per calendar year in the Fort St. John area; and
5. Either party may cancel this agreement on 30 days' written notice to the other.

SIGNED this _____ day of _____, 2003.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #11

BY AND BETWEEN:

WAJAX INDUSTRIES LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

RE: TUESDAY TO SATURDAY SHIFT SCHEDULE

By their signatures below, the above named parties agree as follows:

1. The Company may implement a Tuesday to Saturday day shift schedule.
2. Only those employees with seniority date of October 28th, 1994 and thereafter may be required to work this schedule,
3. There shall be a maximum of two (2) employees assigned to this schedule.
4. The Tuesday to Saturday Work Week shall be on a voluntary basis, unless the Company cannot obtain enough volunteers to fill the requirements, then the junior men in the required categories will be required to work such shift. (Subject to #2 above.)

Where the Company has to appoint men to this shift, any one period of service shall not exceed thirty (30) calendar days.

5. The standard work week shall consist of forty (40) hours on day shift, Tuesday to Saturday inclusive. Sundays and Mondays shall be regular days off for this shift, and any work performed on these days off shall be paid at overtime rates as provided in this Agreement.
6. Tuesday to Saturday work week: Sunday and Monday being regular days off, any General Holiday falling on or celebrated on these days off shall be celebrated on Tuesdays. All General Holiday payment provisions contained in this Agreement shall be applicable to this Tuesday General Holiday.
7. Employees called back to work after completion of a regular day's work, would be covered by the regular call back provisions contained elsewhere in the Agreement.
8. A premium of one dollar and fifty cents (\$1.50) shall be paid for all hours worked on this schedule. This premium shall attract overtime.
9. All other terms and conditions of the Collective Agreement shall apply.
10. This Letter of Understanding shall remain in place for the duration of the present Collective Agreement provided however, if changes are requested, then the requesting party shall provide thirty (30) days notice. If the parties are able to negotiate mutually agreeable changes to this Letter of Understanding, it shall remain in place. If changes are not agreed,

then upon thirty (30) days written notice from either party, this Letter of Understanding and the Tuesday to Saturday schedule shall be cancelled.

Signed this _____ day of _____, 2003.

WAJAX INDUSTRIES LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

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