

**AGREEMENT BETWEEN:**

**KAMLOOPS FREIGHTLINER LTD.**

**AND:**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115**

Date: December 1, 2003 to November 30, 2004

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THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

BETWEEN:

Kamloops Freightliner Ltd.  
(Hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115  
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

WITNESSETH: that the parties hereto agree as follows:

### **ARTICLE 1: OBJECTS**

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 wage for all employees who are subject to the provisions of this Agreement.

### **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 except office, sales staff and parts department. These employees shall be covered by the terms of this Collective Agreement.
- 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.

### **ARTICLE 3: UNION SECURITY**

- 3.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain, a Union member in good standing for the duration of this Agreement, or for the duration of his employment with the Company, whichever is shorter. Counting from the date he commences employment with the Company, each new employee shall be allowed thirty (30) calendar days within which to make application to join

the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing.

Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification from the Union, discharge such employee forthwith.

- 3.02 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 six (6) days of work in a calendar month, and add that employee's name, social insurance number and the said amount to the closest applicable checkoff, i.e., if the checkoff for the month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.
- 3.03 All employees shall be required to sign an authorization for checkoff of Union dues and fees which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the terms of this Agreement.
- 3.04 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Company shall make deductions in accordance to the notice, effective the date given. The Union shall indemnify the Company for all such deductions and remissions when in accordance with Union instruction.
- 3.05 The Company shall submit a checkoff list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Articles 3.02 and 3.04 above. Union dues deducted under this provision or other checkoff provisions shall be remitted to the Union not later than the fifteenth of the month following the month in which such checkoff applies.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Union recognizes and agrees that:
- (1) The management and operation of the dealership and the direction of the working forces are vested exclusively in the Company provided that all Management actions are consistent with this Agreement.
  - (2) 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.

#### **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 British Columbia Labour Relations Board.

**ARTICLE 6: HOURS OF WORK AND OVERTIME**

- 6.01 The standard work day shall consist of either eight (8) or ten (10) consecutive hours with a minimum of one-half hour unpaid lunch period. The standard work week shall consist of forty (40) hours. Every effort will be made to schedule employees with two (2) consecutive days off.
- 6.02 Shift start times will be posted one week in advance.
- 6.03 Each shift shall have a minimum unpaid half hour lunch period within one hour on either side of mid shift.
- 6.04 The Company shall give the employee twenty-four (24) hours notice prior to changing of shifts.
- 6.05 Employees called back to work after their regular shift shall receive a minimum four (4) hours pay at the appropriate overtime rates.
- 6.06 Time worked in excess of standard hours of work shall be considered as overtime and overtime rates of pay shall be paid as follows:
- (1) Time and one-half for the first 3 hours after the regular shift and double time thereafter.
  - (2) Time and one-half for the first day of rest.
  - (3) Double time for all work performed on the second day of rest provided the first day of rest was worked.
- 6.07 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 elapses, 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.
- 6.08 When an employee is required to work through the lunch period and cannot get his lunch between the time period contained in Article 6.03 such an employee shall receive one-half hour of overtime.
- 6.09 Hours worked outside the employee's regular shift, on the employee's scheduled days off or on general holidays shall be considered overtime and paid at the appropriate overtime rates.

The exception to this shall be when the employee works at a mutually agreed time during the aforementioned periods in order to make-up straight time lost or when the employee is re-scheduled due to bidding into a new job.

6.10 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 day's work, if practicable. This clause does not apply if the employee is receiving a compensation benefit.

6.11 All overtime shall be on a voluntary basis. Where the Company cannot find a qualified volunteer overtime shall be allocated on the basis of reverse branch seniority.

6.12 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. All overtime must be authorized prior to the commencement of overtime work.

After two (2) consecutive hours of overtime, the employee will be granted a one-half hour meal break which shall be counted as time worked.

6.13 Each employee shall receive a fifteen (15) minute paid coffee break within each four hours of a shift.

6.14 All employees shall be given ten (10) minutes before quitting time to wash-up and change clothes.

6.15 Employees shall state whether overtime is to be banked or paid at the beginning of each quarter. An employee may bank up to the equivalent to eighty (80) 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 may only be taken at times acceptable to the Company. This may be taken for the full amount of banked time on consecutive days. 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 May 31st of each year. That is, no banked time can be carried over a year end. The Company agrees to use bank time to minimize lay-offs. Employees will be advised of hourly bank prior to the beginning of each fiscal quarter.

10.9 Employees called in to work on their normal time off shall receive a minimum of four (4) hours at the applicable overtime rate.

10.10

**ARTICLE 7: INTERVIEWS, FACT FINDINGS, DISCIPLINE HEARINGS,  
ACCIDENT INVESTIGATIONS & DISCIPLINE**

- 7.01 The Company has the right to discipline for just cause. All such action must be acknowledged by the employee's signature with a copy retained by the employee. In instances of discharge, the Business Representative must be notified and a grievance for discharge shall begin at Step 2 of the Grievance Procedure.
- 7.02 All disciplinary action shall be taken only after thorough investigation with the employee and all other relevant individuals.
- 7.03 Whenever an employee is required to attend a fact finding or investigation with respect to his work, his conduct, an accident or any other matter which could give rise to discipline, a Shop Steward of the employee's choice must be in attendance.
- 7.04 An employee shall be given a copy of the fact finding upon request.
- 7.05 All disciplinary action shall be subject to the grievance and arbitration procedures.
- 7.06 The Company must conduct a fact finding, etc. within three (3) working days of their becoming aware of the incident giving rise to the possible discipline.

**ARTICLE 8: GRIEVANCE PROCEDURE**

- 8.01 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 (1)

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 service manager within seven (7) working days.

STEP (2)

Should a solution not be reached by Step (1) 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 General Manager or his designate. If a solution is reached, this shall be final.

- 8.02 If the procedure set forth in STEP (1) and STEP (2) above 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 Arbitration as follows:
- 8.03 Where either of the parties elect to proceed to arbitration they shall so notify the other and a

single arbitrator, of mutual agreement, shall be agreed upon.

If a single arbitrator is not agreed upon within seven (7) days the parties shall request the Minister of Labour of the Province of British Columbia to appoint a qualified arbitrator. The arbitrator shall have the power to order, if he deems proper that any employee who has been wrongfully suspended, discharged or in any way disciplined, shall be reinstated and under what conditions.

- 8.04 The decision of the arbitrator with respect of all matters referred to him shall be final and binding on the parties.
- 8.05 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 8.06 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Company, that the Arbitrator shall be requested to hand down his decision within ten (10) days, or as soon thereafter as may conveniently be arranged.
- 8.07 The Company and the Union may mutually agree in writing to waive any of the time limits set out in this Article.
- 8.08 All time limits contained herein shall be considered working days exclusive of Saturdays, Sundays and General Holidays.
- 8.09 If the Company or the Union has a policy grievance it shall begin at STEP (2) of the Grievance Procedure.
- 8.10 Any discharged or suspended employee may, within seventy-two (72) hours of his suspension or discharge, (exclusive of Saturdays, Sundays and General Holidays) in writing, require the Company to give him the reasons for his suspension or discharge and the Company shall 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 suspension or discharge of such an employee, only the reasons so set forth in writing, shall constitute cause.

## **ARTICLE 9: SENIORITY**

- 9.01 Except as otherwise stated, employees' seniority is defined as the length of continuous service in the bargaining unit.
- 9.02 Seniority for permanent employees shall commence from the date of hire of the employee and shall govern in all areas of this Agreement except as otherwise specified.
- 9.03 Part time employees are those who are used on a temporary or casual basis and shall not accumulate seniority while classified as part-time. They shall however fall under all other

terms and conditions of this Collective Agreement.

If a part time employee moves to a full time or permanent position their seniority date shall be determined by dividing their hours worked by 2080 hours to establish a seniority date.

- 9.04 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.
- 9.05 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 layoff.
- 9.06 Seniority shall be lost if an employee:
- (1) voluntarily leaves the employ of the Company, or
  - (2) is discharged for proper cause, or
  - (3) after layoff, fails to report for work for five (5) working days after being recalled.
  - (4) his right to recall has expired (6 months).
- 9.07 When a new employee is hired, it is agreed that he shall be on probation for sixty (60) worked shifts and during this period seniority will not be applicable. When the probationary period is completed, seniority shall commence from the date of hiring as per Article 9.03.
- 9.08 In the event of lay-offs seniority shall be recognized. The principle of last man on, first man off shall prevail providing the employee being retained is capable (as defined in Article 10.08) of performing another job.
- 9.09 When vacancies occur, the Company shall rehire laid off employees according to their seniority and the principle of last man off, first man on shall prevail subject to the conditions in Article 10.08. The Company shall make personal contact with laid off employees.

- 9.10 Employees who are laid off for more than one (1) work week shall receive five (5) working days notice or pay in lieu of such notice.
- 9.11 An employee who is laid off for longer than one (1) week will not be recalled for work of two (2) days or less in duration.

**ARTICLE 10: JOB POSTINGS**

- 10.01 The job posting procedure shall apply to any job vacancy.
- 10.02 (1) All job postings, except as described in 10.03 below, shall be posted in a conspicuous place for seven (7) days. If no applications are received the job may be filled by hiring a new employee.
- (2) The posting shall indicate the classification and pay for the opening.
- 10.03 Short term assignments not subject to job posting shall be those not exceeding thirty (30) calendar days.
- 10.04 If an employee is not at work for the following reasons when a job is posted, he may apply for the job if he does so within three (3) working days of his return to work and is informed of the position availability.
- (1) Vacation,
- (2) Authorized leave of absence not exceeding thirty (30) days,
- (3) Absence resulting from an accident or illness not exceeding thirty (30) days.
- 10.05 The job shall be given to the most senior applicant covered by the seniority list providing the employee is capable, as per Article 10.08, of performing the available work.
- 10.06 In the event an employee is re-assigned in accordance with the provisions of this Article and within thirty (30) days of such re-assignment, the employee is not capably performing the job or if the employee wishes to do so, he shall revert to his immediate previous job.
- 10.07 The name of the successful applicant shall be posted no later than five (5) days after the job has been awarded.
- 10.08 For the purpose of this Collective Agreement the term "capable" shall be defined as an employee's capability to perform another job competently without additional training. In cases of lay offs and recall this shall not preclude a brief (up to one (1) week), re-familiarization period for employees who have been away from a job for a period of time.

For the purpose of this Collective Agreement, "training" means any theoretical and/or practical training given by the employer with a view to enabling the employees to perform effectively a function, a duty or a set of functions or duties.

- 10.9 In the event the Company creates a new classification during the term of this Agreement, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration as described in Article 8 of this Collective Agreement.

#### **ARTICLE 11: ANNUAL VACATION**

- 11.01 All employees covered by this Agreement shall be entitled to vacations with pay on the following basis:
- (1) Two (2) weeks: Every employee who completes one (1) year of continuous service is entitled to a vacation of two (2) weeks. Vacation pay is calculated on a basis of four percent (4%) of gross wages earned during the previous calendar year of two (2) weeks' pay, whichever is the greater.
  - (2) Three (3) weeks: Every employee upon completion of four (4) years of continuous service is entitled to a vacation of three (3) weeks. Vacation pay is calculated on a basis of six percent (6%) of gross wages earned during the previous calendar year, of three (3) weeks' pay, whichever is the greater.
  - (3) Four (4) weeks: Every employee upon completion of ten (10) years of continuous service is entitled to a vacation of four (4) weeks. Vacation pay is calculated on a basis of eight percent (8%) of gross wages earned during the previous calendar year, or four (4) weeks' pay, whichever is the greater.
- 11.02 In the event that the employee's employment with the Company should be terminated before he has completed the amount of working time necessary to entitle him to the vacation time off, referred to in Article 11.01, he shall be remunerated, in place of time off, at the rate of four percent (4%), six percent (6%), eight percent (8%), as the case may be, of the gross pay earned by that employee during the portion of the year that he has worked.
- 11.03 Choice of vacation period shall be on a seniority basis, until all the employees have their dates set. The dates for vacation time off shall be set far enough ahead so that all employees shall have at least twenty-one (21) days' advance notice of their vacation period.
- 11.04 Vacations shall be scheduled at times mutually agreed between the employee and Employer. Agreement will not unreasonably be withheld.
- 11.05 Should any General Holiday or holidays, occur during the period of an employee's annual vacation, the said annual vacation shall be extended by the corresponding number of days with pay.

- 11.06 Prior to an employee going on vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, the total of the employees' gross earnings for the year of service for which he is receiving his vacation and how the vacation pay was calculated, i.e.: on a percentage or hourly basis. An employee shall be paid his vacation pay on the pay day prior to the beginning of his vacation, if requested at least one (1) week in advance.
- 11.07 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 each employee concerned.
- 11.08 Each employee shall be required to take the full annual vacation he is entitled to under the provisions of this Agreement.

### **ARTICLE 12: GENERAL HOLIDAYS**

- 12.01 The Company shall give each employee with thirty (30) calendar days service 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 on that day. An employee shall receive such holiday pay, even if the holiday falls on the employee's scheduled day off. The designated General Holidays shall be:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

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

- 12.02 Without limiting the general application of Article 12.01, but subject to the provisos contained herein, General Holiday pay provisions shall prevail.
- (1) The employee must work his last scheduled shift before and his first scheduled shift following the Holiday unless agreed by management.
  - (2) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company on ten (10) days out of the thirty (30) calendar days preceding the holiday.
  - (3) Where an employee is off work due to a death in the immediately family or is acting as a juror as provided elsewhere in this Agreement.

- (4) An employee regularly scheduled to work on the Statutory Holiday must work his shift when required by the Company and the overtime provisions shall apply.

12.03 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.

### **ARTICLE 13: WAGES**

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

13.02 The Company shall pay every 2<sup>nd</sup> week to each employee all wages earned by the employee to a day not more than three (3) 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 shall be by direct deposit. 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 terminated or laid off for an extended period, the Company shall pay such employee not later than the next business day after he ceases to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions.

13.03 The Company shall 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 annual cumulative totals and the total itemized deductions therefrom.

13.04 An employee shall be required to fill out time slips daily if the Company so requests.

### **ARTICLE 14: TRANSPORTATION AND EXPENSES**

14.01 Prior to assigning an employee to Company sponsored training the employer, employee and shop steward will meet to discuss and resolve travel and compensation arrangements.

14.02 Employees required to work outside Kamloops who do not return daily, shall be paid all their transportation, accommodation and meal expenses. Miscellaneous non receipted items shall be paid for with acceptable explanation.

- 14.03 In going to work outside city limits, starting time shall be calculated from the time the employee arrives at the shop.
- 14.04 All time spent driving or travelling in a motor vehicle to and from jobs shall be considered as time worked.
- 14.05 No employee vehicles shall be used on Company business.

#### **ARTICLE 15: GENERAL PROVISIONS**

- 15.01 An employee suffering injury while in the employ of the Company must report to the first aid department immediately, or as soon thereafter as practicable, and also report to that department on returning to work.
- 15.02 Adequate washroom facilities shall be provided by the Company and kept in sanitary conditions. Employees shall cooperate by observing the simple rules of cleanliness.
- 15.03 Hand cleaner shall be supplied in the shop. The Company shall continue to supply a quality barrier cream.
- 15.04 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 five (5) 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.
- 15.05 The Company shall supply suitably enclosed heated and air conditioned accommodation where employees may have their lunch.
- 15.06 The Company shall supply lockers for each employee covered by this Agreement.
- 15.07 With the co-operation of employees, the Company shall attempt to maintain shop temperatures above 50 degrees Fahrenheit (10 degrees Celsius), during cold weather. The Company agrees not to require its employees to perform outside repair work in temperatures below -20 degrees Fahrenheit (-29 degrees Celsius), unless adequate protection and some form of heat is provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.
- 15.08 (1) The Union may select or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

- (2) When the Company for any reason finds it necessary to terminate or lay off a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or layoff.
- (3) 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.
- (4) 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.

It is agreed that the Business Representative shall not interfere with employees during working hours without permission of Management.

- 15.09 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 Trade Union and an Employer with whom the picketing Union has a dispute.
- 15.10 The Employer shall provide non prescription safety glasses, goggles and face shields as required.
- 15.11 The Company shall pay a boot allowance as per Schedule "A" on each employee's anniversary date towards the purchase and/or repair of safety footwear upon presentation of a receipt. The unused portion can be carried over to the next year. This footwear must be worn to be entitled to the allowance.
- 15.12 Wherever they are required to be used on the job, the Company shall supply, free of charge, adequate rubber clothes, rubber boots and gloves.
- 15.13 When the Company requires an employee to take a first aid course, the Company shall pay the employee's tuition, wages and travel expenses.
- 15.14 The Company shall provide, at its expense, tool insurance coverage with a \$1000.00 deductible to each eligible employee. The employee shall supply a tool list upon request for the purpose of tool inventory. This shall be an All Risk policy, and shall include the employee's tool box(s).
- 15.15 All mechanics shall receive a tool allowance of **\$500.00** on their anniversary date on a separate not taxable cheque.

The Company shall repair air tools damaged in the service of the Company.

- 15.16 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.
- 15.17 A notice board shall be provided for the posting of all official Union notices exclusively, and shall 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.

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 Any employee eligible to vote in a Federal or Provincial election shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast a ballot.
- 15.19 The coffee room shall be equipped with:
- (1) A fridge
  - (2) Microwave oven
  - (3) Table and chairs (enough to seat everyone on shift)
  - (4) A sink with potable water (hot and cold)
  - (5) Paper towel
  - (6) A garbage can
  - (7) Coffee and tea supplies for coffee breaks
  - (8) Bottled water cooler
  - (9) Heating and air conditioning control thermostat
- 15.20 The Company agrees to the reimbursement of course fees to an employee when he is improving or upgrading himself in his line of work. The cost of Tradesman Qualifications Exams shall also apply. In order to qualify for reimbursement, the employee must receive approval from the Company in advance of taking the course and must successfully complete the course.
- 15.21 No supervisor or office personnel shall be allowed to use tools or carry out work which would be normally done by union members, except in the instructing or training of employees, or when bargaining unit employees are not available for call-in.
- 15.22 The Company shall supply one pair of clean thermal coveralls to be used by all employees

while working outside during winter.

- 15.23 No disciplinary action shall be taken against any employee by reason of the fact he has reasonably exercised the right conferred upon him under the WCB Act respecting occupational health and safety of employees.
- 15.24 Adequate parking shall be provided on the Company premises at no cost to the employee.
- 15.25 (1) 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.

No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

- (2) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he shall automatically be granted leave of absence until such time as his doctor states he can return to work.

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.

- (3) 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. Employees shall not be entitled to benefit coverage while on personal leave of absence.
- (4) In any instance 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.
- 15.26 The Company will not contract out work normally performed by members of the bargaining unit if doing so results in the layoff of or failure to recall members of the bargaining unit.
- 15.27 Maternity and parental leave shall be granted without pay on the following terms:
- (1) Maternity Leave - eighteen (18) consecutive weeks.
- (2) Parental Leave - twelve (12) consecutive weeks.
- (3) Seniority shall be maintained and accumulated.
- (4) A request must be made at least four (4) weeks in advance of such leave except where

there is a medical emergency.

- (5) An employee's original position and applicable wage rate shall be made available upon his/her return. Where layoffs have occurred, then the employee shall return in accordance with the Seniority provisions.

- 15.28 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 with the requirements of an aptitude test, cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. 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 shall automatically give cause for grievance.

The senior employee applying who has the most relative ability to do the job subject to the Technological or Procedure Changes section of this Agreement, shall receive such job.

- 15.29 In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: husband, wife, common-law spouse, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents and step-parents.
- 15.30 All time lost by an employee due to necessary attendance on jury duty or any court proceedings arising out of his employment, including acting 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.

If an employee is employed on an afternoon or graveyard shift and attends upon jury duty, or if an employee attending upon jury duty 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 as provided in this sub-section.

All jury duty pay received by an employee for the days he received pay from the Company shall be paid over to the Company.

- 15.31 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 retaining legal counsel to act on his behalf, he shall consult the Company's General Manager to ascertain which legal firm the Company might prefer.

- 15.32 The article headings shall be used for purposes of reference only, and shall not be used as an aid in the interpretation of this Agreement.
- 15.33 It is to the mutual advantage of both the Company and the employees, that employees shall not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by laws. 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:
- (1) 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.
  - (2) 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.
  - (3) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all vehicles shall have adequate heaters, windshield wipers, and defrosters installed.
  - (4) It is mutually agreed that a form shall be supplied the driver on which to report defects in equipment with sufficient copies to that the driver may retain a copy and so that the head office of the Company shall have a copy of this report on file.
  - (5) When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing driver.
  - (6) The Company shall not compel any driver to operate a vehicle which weighs in excess of the legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers who of their own accord operate with an overload may be subject to discipline and responsible for their own fines.
  - (7) The Company shall supply an adequate First Aid Kit for each service vehicle.

- 15.34 A Safety Committee shall be appointed with representation from all shifts and departments and meet once per month.
- 15.35 Any employee consuming alcoholic beverages or using illegal substances during working hours or on his lunch hour of a working day shall be dismissed.
- 15.36 (1) 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 one (1) year's service with the Company, he shall be paid two (2) week's pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept layoff 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.
- (2) In the event of amalgamation, permanent closure of the dealership, 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 of one (1) year's 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.
- In the event that part of the dealership 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 a period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of sub-section (1) of this section, request and receive payment of such pay.
- 15.37 Mechanics shall be provided adequate time to view, purchase and/or repair personal tools when a tool sales person is on the premises.
- 15.38 The following listed shall continue to be supplied by the employer at no cost to the employee:
- rags
  - emery cloth
  - hacksaw blades
  - butane
  - gloves (leather, rubber and leather welding)
  - Roloc - buffing pads and grinding discs

- replacement drill bits
- trouble lights and light bulbs
- consumables

**ARTICLE 16: MEDICAL, WELFARE AND PENSION PLANS**

- 16.01 The employer shall pay 50% of the premium for regular full-time employees who have completed three (3) months employment.
- 16.02 A summary of the benefits are as follows. The detail of the plan are contained in the benefit plan booklet.

Life Insurance	\$35,000
Accidental Death Dismemberment	\$35,000
Weekly Indemnity	66 2/3 on a 1-07-17 program
Long Term Disability	66 2/3 to age 65
 Extended Health	 100% reimbursement except for prescriptions @ 80% after \$25.00 deductible
 Dental Care	 plan A - 80% plan B - 50%

- 16.03 The Employer will continue to deduct RRSP contributions for any employee who has signed a payroll authorization
- 16.04 The Employer shall make contributions of four cents (\$0.04) per hour for each straight time hour worked to the Operating Engineers Apprenticeship and Training Plan.

**ARTICLE 17: SAVINGS CLAUSE**

- 17.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule attached hereto, or working less 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.
- 17.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.

- 17.03 (1) 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.
- (2) 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 18: DURATION**

- 18.01 This Agreement shall be in full force and effect from and including December 1, 2003 to and including November 30, 2004 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 the date November 30, 2004, 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.
- 18.02 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 shall give notice of strike and such strike has been implemented, or the Company shall give notice of lockout and such lockout has been implemented or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 18.03 The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

SIGNED at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

For the Company

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"****Classification**

			December 1,2003
Certified Journeyman			\$25.25
Service Writer/ Warranty Writer			\$19.79
Boot Allowance			Anniversary Date \$150.00

**Premiums**

A/C Ticket	\$0.50/hr
MVI Certified	\$0.50/hr
Electronic Engine Certified	\$0.50/hr
Leadhand	\$0.50/hr
Foreman	\$0.50/hr
1st Aid *if designated	I \$0.50/hr II \$0.35/hr III \$0.25/hr

Notes:

A.01 All the above rates constitute minimums for the classifications enumerated.

A.02 Apprentices

First 12 months	65% of Journeyman rate
Second 12 months	75% of Journeyman rate
Third 12 months	85% of Journeyman rate
Fourth 12 months	95% of Journeyman rate

- (1) All Apprentices employed by the Company shall be indentured to the Operating Engineers' Apprenticeship Plan in accordance with the provisions of the Operating Engineers' Apprenticeship Plan.
- (2) The length of an Apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the Provincial Apprenticeship Branch unless specified otherwise in the Operating Engineers' Apprenticeship Plan or in this Schedule.
- (3) Any registered Apprentice who, as a requirement of his apprenticeship, attends school shall be on leave of absence for the duration of schooling.
- (4) 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, shall automatically be classified as a Journeyman.