

COLLECTIVE AGREEMENT

BETWEEN

FOUNTAIN TIRE (CAMPBELL RIVER) LTD.

AND

TEAMSTERS LOCAL UNION No. 213

June 1st, 2003 - May 31st, 2006

**DON McGILL
Secretary-Treasurer**

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THIS AGREEMENT entered into this day of , 2004.

BETWEEN: **FOUNTAIN TIRE (CAMPBELL RIVER) LTD.**
1415 Maple Street
Campbell River, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the City
of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority, and shall include temporary or so called casual employees in the unit.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. In the event that any person is taken into employment (i.e. performs work of any kind covered by this Certificate and Agreement) and there is no classification or wage rate contained in this Agreement for the job which that person would be doing, then the Union and the Employer shall immediately negotiate a classification and wage rate for that person. Failure to agree by the parties, the matter shall be referred to a Board of Arbitration as contained in this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein. No work which the employees perform or can perform shall be sub-contracted out in any manner. This shall not interfere with present arrangements.
- (d) When outside trucking equipment is required, the Employer agrees to the principle of using only that equipment manned by members of the International Brotherhood of Teamsters, subject to the ability of that equipment to provide the required service at competitive cost. Preference

shall be given to trucking companies having contracts with the Union. Both parties agree that the principle outlined above shall not interfere with the present relationships with outside companies.

- (e) Except in case of emergency, the hiring of outside equipment shall not be done in such manner as to interfere with or discriminate against the seniority status of the Employer's employees. Such additionally contracted, sub-contracted, or hired outside cartage work must be performed in compliance with the Articles of this Agreement.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including June 1st 2003, to and including May 31st, 2006, 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 expiry date, 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.

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 Employer 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.

It is mutually agreed that the operation of sub-section (2) of Section 50 of the **Labour Relations Code** is specifically excluded from operation in this Agreement.

3. UNION SECURITY

- (a) The Employer shall give the Union the opportunity to refer suitable applicants for employment. However, the Union does recognize the Employer's right to hire from elsewhere if they cannot supply suitable applicants as determined by the Employer.

The Employer further agrees that it shall not employ in any job coming under this Agreement any person who is otherwise fully employed by another employer or any subcontracting agency.

- (b) The Employer agrees, however, that when he does hire new employees who are not referred by the Union, the Employer shall have such new employees upon commencing employment fill in the necessary cards which will be provided by the Union and mail such application cards to the Union.
- (c) All employees shall be required to be a member of the Union as a condition of employment with the Employer and be so advised upon hiring.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc., they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 4 (c) herein.
- (b) All employees referred to above will be required to sign authorization for checkoff of Union initiation fees, dues and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any Union initiation fees, dues and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, to any man or woman who is 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, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him or her from reporting to work, he or she will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as they can properly return to work. Such absence will not exceed eighteen (18) months except by mutual consent of the parties.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.

- (d) When an employee suffers an injury or illness which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (e) 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, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, and step-parents.
- (f) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness by the Crown, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury Duty or Witness Duty, he or she shall be returned to the job classification and pay rate they were on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer. An employee whose attendance is not required for a full day under the terms of this clause shall return to work for the remainder of the day.
- (g) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence until such time as his job with the Union ceases.
- (h) No employee who, prior to the date of this Agreement, was receiving more than the rate of pay of this Schedule, or working less hours than stipulated in this Agreement, or any other conditions of employment, shall suffer a reduction in wages or increase in hours because of the adoption of this Agreement.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.

- (b) The Shop Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violation of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay providing this does not interfere with the operation.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) The Employer shall provide and maintain for each employee, free of charge, with the following:
 - (i) All employees shall be supplied with uniforms and/or coveralls same to be supplied and laundered free of charge.
 - (ii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
 - (iii) The Employer will pay to all employees who complete their probationary period one hundred dollars (\$100.00) each contract year upon the presentation of a purchase receipt. It is understood that these safety boots must be worn at work for the employee to be entitled to receive the allowance.
 - (iv) Wherever they are required to be used on the job, the Employer shall supply, free of charge, adequate rubber clothes and gloves.
- (b) If, at any time, the Employer requires or uses outside Security or Watchman services, it shall be a company having an agreement with the Teamsters Union, and the same shall apply if any Propane gas services or other type of gases are required, or any Armoured Car Services are required.

8. UNION NOTICES

The Employer agrees to provide a Bulletin Board for the posting of this Agreement and for such notices that the Union from time to time may post. Said notices to be posted by an appointed or elected Shop Steward of the Union.

The following items must be posted on said Notice Board:

- (i) A copy of this Agreement;
- (ii) A valid Seniority list to be revised every six (6) months;
- (3) Copies of the Employer's Welfare Plan and Sick Leave pay provisions, with details as to when employees are eligible and who to see to obtain the coverage of the Welfare Plan.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

Management agrees that before effecting any wage rate other than those set out in this Agreement, it shall first discuss

same with the Union Agent. No changes shall apply unless coming under the provisions of Articles 13 or 14 of this Agreement.

10. PROTECTION OF RIGHTS

- (a) It shall not be considered a violation of this Agreement to refuse to cross a legal picket line. Prior notice where possible shall be given to the Employer.
- (b) The Union reserves the right to render assistance to other Labour organizations and it shall not be considered a violation of this Agreement for the Union to do so, or to refuse to work with non-Union workers.

11. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof as per Section 35 of the Labour Relations Code of British Columbia.
- (b) The Employer shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business, or to provide any truck or vehicle to perform his job.

12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I

The employee, with or without the Shop Steward, shall take his grievance up with the Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP II

Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with the designated Management Representative.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days.

Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP III

The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within fourteen (14) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed its nominee shall apply to the Ministry of Labour to appoint a nominee on behalf of such party.

STEP IV

The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for ten (10) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Ministry of Labour.

It is the expressed desire of the parties to this agreement that all proceedings with respect to the arbitration process be expedited.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree a sole arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it

just and equitable, may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established job or altered classification not provided for herein, or a dispute under 23 (b) herein, the Board of Arbitration or sole arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of its nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give to him the reasons for his discharge or suspension, and the Employer 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 an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, then the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness. When the Union requires employees as witnesses, adequate notice shall be given the Employer. (A minimum of twenty-four (24) hours.)
- (g) If any adverse statements are to be put into any employee's personnel file, a copy of same will be given to the employee with a copy sent to the Union within thirty (30) days of the date of the adverse statement, so the matter may be grieved if necessary, and after one (1) year from the date of occurrence such derogatory statement shall be deleted from the employee's file.

13. JOB POSTING, ETC.

In the event that any employee leaves a job or a new job is created or new equipment is installed, the Employer shall post

a notice on the Bulletin Board notifying that a vacancy exists in a particular job, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Section above, shall receive such job and if there is any dispute as to whether any employee has the ability to perform the job in question, he shall be placed on such job to determine whether or not he has the ability.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Where the vacancy is a new job not heretofore done in this establishment, the procedure set out in Article 1 (b) herein shall apply.

Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

14. TECHNOLOGICAL CHANGE, RETRAINING & SEVERANCE

- (a) In the event the Employer proposes the introduction of equipment in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedure of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the job requirements of the Employer. The Employer 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 prior to its installation. Failure on the part of the Employer to comply with these provisions will automatically give cause for a grievance.
- (b) Notwithstanding the other provisions of this Agreement, wherever the Employer alters or otherwise affects a change in the working conditions of any employee which, it is claimed, is not provided for therein, such alteration or change shall become a matter for negotiation, or failing agreement, for Arbitration under the terms provided elsewhere in this Agreement.
- (c) The Employer agrees to notify the Union if practical three (3) months in advance of the introduction of equipment that would substantially change employment conditions of the members of this Union.
- (d) The Employer 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, but whose seniority entitles them to continued employment. Such employees shall have the first opportunity of taking the training provided or of accepting severance, as per Article 26.

The parties recognize the desirability of encouraging the retraining of its employees in order to become qualified for new or existing jobs in the organization. To this end, the Company may, in accordance with its policies and practices, offer retraining, subject to the aptitude of the employee and the opportunity and need existing for retraining. Should such retraining involve outside course, the Company will share in the cost upon successful completion.

The Company will meet from time to time with the Union to discuss policies and practices regarding retraining.

15. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis by electronic deposit, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment.

- (b) The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime, the rate of wages applicable and all deductions made from the gross amount of wages. The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.
- (c) When a pay day occurs on a General Holiday, the Employer shall pay each employee on the day prior to the General Holiday.

16. ANNUAL VACATIONS

- (a) All employees covered by this Agreement shall be entitled to vacations with pay on the following basis:
 - (i) **Two Weeks:** Every employee who completes one (1) calendar 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, or two (2) weeks' pay, whichever is the greater.
 - (ii) **Three Weeks:** Every employee upon completion of three (3) 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, or three (3) weeks' pay, whichever is the greater.
 - (iii) **Four 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.
 - (iv) **Five Weeks:** Every employee upon completion of sixteen (16) years of continuous service is entitled to a vacation of five (5) weeks. Vacation pay is calculated on a basis of ten percent (10%) of gross wages earned during the previous calendar year, or five (5) week's pay, whichever is the greater.

A calendar year means, for the sake of this Article, a period of one (1) year commencing from the first (1st) day of the employee's continuous service.

- (b) An employee who has been paid for less than fifteen hundred (1500) hours in a calendar year shall receive vacation pay based only on the appropriate percentage of gross wages earned, but such reduction in hours paid shall not constitute a break in continuous service.

For the purposes of this paragraph "hours paid" shall include time (based on the standard work time defined in Article 20) during which the employee is absent on Workers' Compensation or Weekly Indemnity.

- (c) In the event that the employee's employment with the Employer shall be terminated before he has completed the amount of time necessary to entitle him to the vacation time off, referred to in Section (a), he shall be remunerated, in place of time off, at the rate of four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of the gross pay earned by that employee during the portion of the year that he has worked.

- (d) No later than January 1st of each year, the Employer shall post a vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his or her vacations on such list at a time same is desired, and such request must be completed by April 30th of each year. Vacations will, insofar as possible, be scheduled at times desired by the employees. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer.

Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay and how the vacation pay was calculated (i.e. on a percentage basis or weekly wages).

Vacation pay shall be issued on a separate cheque.

- (e) Should any General Holiday or Holidays occur during the period of the employee's annual vacation, the said annual vacation shall be extended by the corresponding number of days with pay.

17. GENERAL HOLIDAYS

- (a) It is agreed that all employees shall be entitled to the following General Holidays with pay, based on eight (8)

hours of their applicable rate, plus any shift premiums he would normally be entitled to:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
B.C. Day		

In addition to the above General Holidays, each employee shall receive a guaranteed eleventh (11th) floating holiday in each calendar year of the Agreement, and the total of the Holidays shall not exceed eleven (11) in any one (1) year of the Agreement. This may be taken by each employee in conjunction with his normal days off, at different times for each employee, or may be given to all employees at the same time through a plant shutdown, as mutually agreed.

- (b) The Employer agrees that if during the life of this Agreement that either the Federal or Provincial Government declares any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.
- (c) Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that shift (i.e. triple time) but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.
- (d) An employee shall be paid for each General Holiday, even if it falls on his weekly days off (Saturday or Sunday) or on his annual vacation, or on Jury Duty, bereavement leave, or quarantined. The employee shall be given a day off, or an extra day's pay as he chooses.
- (e) To qualify for the above holidays, the employee must have been on the Employer's payroll for not less than thirty (30) days, and also must have worked his scheduled shift

on his last working day before the Holiday and shall work his scheduled shift on his first working day after the Holiday. Part time or casual employees who have worked twenty-four (24) hours or more in the week preceding and/or the week in which a General Holiday(s) occurs shall be paid for the General Holiday.

- (f) Exceptions to not working the scheduled shift before or after the Holiday shall be:
 - (1) Verified illness, quarantine, or accident;
 - (2) Death in the immediate family;
 - (3) Jury Duty;
 - (4) Leave of absence with Management's approval.

The above listed exceptions shall not exclude the employee from receiving his regular General Holiday pay.

- (g) Notwithstanding the provisions outlined in (a) above, when a specific day is designated and the operation is closed down, that day shall be observed as the floating holiday by all employees. However, an employee who has not received the designated day and qualifies with six (6) months employment in that contract year (that employee) shall receive a floating holiday. Under no condition shall an employee be paid for more than one floating holiday in any one contract year under the floating holiday provision of this Agreement.

When no such day is designated, in order to qualify for the floating holiday, an employee must have been employed for a minimum of six (6) months.

18. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer on the date of his discharge.
- (b) If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) days after the employee quitting and must pay on the sixth (6th) day.
- (c) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

19. SENIORITY

- (a) There shall be a separate Seniority List for each location. Length of continuous service with the Employer

shall be the determining factor governing promotions, layoffs, and rehiring after layoffs, providing the employee has the necessary ability to do the job as determined by the Employer. This clause applies to all positions held by those defined by the term employee in this Agreement. Failure to agree shall constitute a grievance to be taken up under Article 12 of this Agreement.

- (b) The Employer shall immediately and every six (6) months thereafter, supply the Union with a Seniority List setting out the name, classification and date of employment of all employees, regardless of how long they have been employed, or how many hours they work. Persons employed for vacation relief work only shall not accumulate seniority. A copy of this list will also be posted on the Bulletin Board as per Article 8. A revised seniority list will be submitted following the date of each general rate increase reflected in the collective agreement showing names, seniority date and new rates of pay.

(c) **Layoffs**

Layoffs and re-employment shall be based on seniority list as defined in Article 19 (a); that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability to perform the work available. Layoff of an employee on seniority shall be made only on a forty-eight (48) hours notice to that employee. Layoffs will occur only at the end of a regular work week, as defined by Article 20 (a).

If an employee is improperly laid off and a less senior employee is kept working during such layoff, the senior employee who was laid off shall be paid for the number of hours the less senior employee worked, at the senior employee's regular rate of pay or the job's classified rate of pay, and overtime if involved.

(d) **Probationary Period**

Employees shall be recorded as probationary for a period of forty-four (44) days actually worked. During this period, employees shall acquire no seniority or re-employment rights and may be laid off at the Employer's discretion. After said period of employment the names of such employees shall be placed upon the seniority list in the order of date of original hiring.

After completion of the probationary period, regular full time employees shall be entitled to the rank of seniority as of the date the employees entered the employment of the Employer.

- (e) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Employer, or
 - (ii) Is discharged for cause, or
 - (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone or registered letter, or
 - (iv) If absent without leave for five (5) working days without a legitimate reason, or
 - (v) Exceed eighteen (18) months leave of absence as allowed for in Article 5 (c).

Any employee who has been laid off due to lack of work, shall have the right to remain on the Seniority list for up to six (6) months or to take his severance pay as set out in Article 26 Sections (a) and (b) herein. Acceptance of severance pay will forfeit his seniority rights.

- (f) Where the Employer finds it necessary to lay off or discharge the Shop Steward, the Union shall be notified prior to such layoff or discharge. In the case of layoff the Employer agrees to give eight (8) hours notice to the Union.

20. DAYS AND HOURS OF WORK AND OVERTIME

- (a) Standard working time for regular service store employees will not exceed eight (8) hours per shift - forty (40) hours per week, Monday to Saturday, i.e. an employee's work week may be Monday to Friday or Tuesday to Saturday. However, an employee must have two (2) consecutive days off within the hours of closing time Friday night and Monday night. The normal hours on day shift shall be between 7:00 A.M. and 7:00 P.M.
- (b) Where road services or fleet employees are required to commence such service or inspection before close of their regular shift, they shall complete same at the request of Management, and be paid at the overtime rate for hours worked after their regular shift.
- (c) Any hours worked in excess of eight (8) outside of schedule as defined in Section (a) above in any one (1) day shall be at the rate of time and one-half (1 ½) for the first two (2) hours and double time thereafter.

All Employees

- (d) All time worked on the sixth (6th) day, Saturday, shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) for the first four (4) hours and double time thereafter, all hours worked on the seventh (7th) day, Sunday, shall be paid at the rate of double time, with a minimum of four (4) hours guarantee.

- (e) Any employee called back in to work in any emergency, including emergency road service, after his working day has been completed and he has gone home, shall be paid a minimum of three (3) hours' pay at the rate of double time.
- (f) If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked.
- (g) All overtime shall be broken down into six (6) minute units, based on one-tenth (1/10th) of the applicable hourly rate, times the appropriate overtime rate.
- (h) When employees are advised to report for work at a specified time on any day, they shall be paid a minimum of four (4) hours even though there may be no work for them to do, provided they are ready for work, excepting as set out in Section (d) herein.
- (i) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed on a seniority basis amongst those employees concerned provided they can perform such work.
- (j) Work performed beyond five (5) consecutive hours without a meal period of at least thirty (30) minutes shall be paid for at the rate of double time for the sixth and following hours until the lunch period has been obtained.
- (k) All employees working with tools shall be allowed sufficient time during working hours to return tools, parts, etc., to the Stores or Crib before the end of each shift.
- (l) All employees engaged in "dirty" work (i.e. work in which an employee gets dirty to the point where he would require a longer wash-up period to get clean) such employee shall receive a paid five (5) minute wash-up period.
- (m) Employees may be required to perform necessary overtime work, unless they have a justifiable reason for declining.
- (n) Employees required to report for work outside the Employer's premises shall be paid for all travelling time, plus transportation and incidental necessary expenses.
- (o) Employees required to report for work outside the City Limits, which necessitates them being absent from their

homes overnight, shall be paid travelling time up to a maximum of eight (8) hours in each twenty-four (24) hours required to travel to and from the job, plus all transportation, hotel and meal expenses. In addition, a premium bonus of twenty-five cents (25¢) an hour shall be paid to the employee(s) for all time actually spent travelling and working on the job. Provided that it is agreeable to the employees concerned to travel on Sundays or Holidays, it is understood that the rate for travelling time be at straight time plus bonus time. Employees required to stay in camp overnight shall receive a premium of fifty dollars (\$50.00) per night.

(p) Overtime premium will not be paid twice for the same hour worked.

21. LUNCH AND REST PERIOD

- (a) No employee shall be worked longer than five (5) hours without a half ($\frac{1}{2}$) hour off for the purpose of eating a meal. This shall be exclusive of rest breaks which must be given as follows. Extension of the half-hour ($\frac{1}{2}$) lunch break only by mutual consent and in no circumstances to be extended to increase hours of work above.
- (b) Each employee shall receive an uninterrupted scheduled fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half ($1 \frac{1}{2}$) hours from the commencement of each half of an employee's work shift. The lunch room shall be large enough and have adequate seating for all employees.
- (c) When it becomes necessary to work more than two (2) working hours of overtime beyond his regular shift, the Employer shall see that each employee so worked, shall receive a meal allowance of ten dollars (\$10.00) to be paid at the time of said overtime and meal period.
- (d) Where any employee is required to work through his regular established rest or meal period or is interrupted during same, such employee shall be paid at the rate of double time for the entire period of the normal rest or meal break and in addition shall be allowed a period of time off, equal to the normal rest or meal period, with pay, to consume a meal or have his break.

22. COMPENSATION COVERAGE

- (a) When an employee is injured at work and goes on Compensation, he or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one (1) week, to see if he or she is able to do the job he or she held at the time of the injury.
- (b) If, after that time, it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' notice. This section is subject to the Grievance Procedure.
- (c) An employee returning to work following time off on Workers' Compensation shall give the Employer one (1) week's notice of his intent to return to work. Where the employee is advised of his ability to return to work without such notice and does so, the Employer shall be relieved of its responsibility of providing forty-eight (48) hours' notice of lay-off to any employee who is laid off as a result of such return to work.

- (d) If an employee is placed in a lower category on his return to work after having been on Compensation, and it is proven that his accident was due to faulty equipment that the injury occurred, then the said employee shall be paid at the classified job rate of pay he held at the time of the injury.

23. SAVINGS CLAUSE

- (a) 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.
- (b) 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 may submit the dispute to the Grievance Procedure as in Article 12 herein.

24. INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. Such access will be subject to approval from an Employer's Representative which will not be unreasonably withheld.

25. SANITARY FACILITIES, ETC.

- (a) The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and waterless hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

- (b) Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.

26. SEVERANCE PAY

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business shall receive termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination, to a maximum of twelve (12) weeks.

The above shall not apply when an employee resigns, retires or is discharged for cause.

- (b) The above severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds six (6) months or as detailed in Article 19 (e).
- (c) Payment of severance pay shall terminate all seniority rights.

27. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each service vehicle.

Any employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the First-Aid attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid attendant.

- (b) **First-Aid**

In the event of an employee becoming ill during his shift, the employee shall report directly to his immediate superior stating his illness, and if the employee wishes to go home or to a doctor due to such illness, permission to do so will be granted by the immediate Supervisor and shall be so entered into a record book. No person shall refuse the right of any employee to go home or to a doctor due to any illness or injury.

(c) **Allergy or Recurring Illness**

If an employee suffers from an allergy or recurring illness, the employee shall furnish a medical letter to that effect, and such letter shall be kept on file in the office.

(d) First-aid attendants shall be appointed in accordance with the Workers' Compensation Board regulations. Where an employee in the bargaining unit is designated as a First-Aid attendant, he shall have at least a St. John's Ambulance Certificate and shall receive an additional five dollars (\$5.00) per week for so acting.

(e) A Safety Committee shall be set up with employees and Management for the purpose of avoiding accident and unsafe practices.

28. BONDING

If at any time the Employer requires an employee hereunder to be bonded it is agreed that the Employer shall then request the employee to fill in an application to a bonding firm selected by the Employer. The Employer agrees to submit a copy of this form to the Union for its perusal. It is further agreed that the cost of such bonding shall be paid by the Employer.

29. MANAGEMENT

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote for cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, to make rules and regulations not inconsistent with this Agreement.

Provided however, that the Employer agrees that any exercising of these rights and powers, in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

30. WELFARE PLAN

(a) The Employer will provide a Welfare Plan providing the following benefits subject to the following eligibility requirements:

- (i) Any member of the Union who is in the employ of the Employer on the effective date of the Plan, shall join the Plan from that date provided he is working full time - 30 or more hours per week.
- (ii) Any member of the Union who is hired after the effective date of the Plan shall join the Plan based on the following:
 - (1) On the first of the month following one month of employment new full time employees shall be covered for M.S.P., M.S.A., Life Insurance and Accidental Death and Dismemberment.
 - (2) Weekly Indemnity and Dental Plan coverage shall commence on the 1st of the month following 3 months of employment.

(b) **Benefits:**

The Employer will pay -

- (1) 100% of the net cost of the Group Life Insurance premium - the amount of Life Insurance and Accidental Death and Dismemberment Insurance shall be \$10,000.00.
- (2) 100% of the net cost of the Weekly Income Benefits premium - the benefit for disabilities commencing on or after date of settlement shall be \$296.00 and will be payable on a 1-4-20 basis. The weekly amount will be adjusted to the amount required to maintain qualification for premium reductions under the Unemployment Insurance Act. Any such adjustment will only apply to claims for disabilities which occur on or after the effective date of the adjustment (the entire amount of any reduction or rebate will accrue to the Employer).

- (3) 100% of the M.S.P. premium and Extended Health Benefits premium.

(4) **DENTAL PLAN:**

Part A - 100% Basic Dentistry
Part B - 50% Crowns, bridges
Part C - 50% Orthodontia

The Plan A and B has a financial limit of \$1,500.00 per year for each employee and for each eligible family member, Part C has a lifetime limit of \$1,500.00.

Coverage under the Dental Plan shall be current with the B.C. Dental Fee Schedule on or before the implementation of any change in the fee schedule.

100% of the cost of the premiums.

(5) **LONG TERM DISABILITY BENEFIT**

The Employer will provide a Long Term Disability Benefit one hundred percent (100%) paid for by the employee. (See Letter of Understanding attached.)

- (c) Weekly Income Benefits shall be paid on the following basis; after ninety (90) days of continuous service. Weekly Income benefits will be applicable with no waiting period. A medical certificate may be required at the discretion of the Employer.

- (d) (i) When any employee goes off work for extended illness, extended compensable or non-compensable accident, the Employer shall continue to pay such employee's Welfare Plan premiums for a maximum of one (1) year.

(ii) **Layoff Coverage**

When an employee is laid off, coverage under the Welfare Plan shall continue to the end of the month following the month of layoff.

Upon return to work from layoff an employee shall be covered by the Welfare Plan on the 1st day of the month following recall.

- (iii) The employee's share of the Welfare Plan premium paid on his behalf in item (i) and (ii) shall be reimbursed to the Employer upon return to work. If said employee does not return to work,

then such monies owing to the Employer shall be deducted from vacation pay or any monies owed to said employee.

31. 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.

32. MEDICAL EXAMINATIONS

- (a) Any medical examination requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- (1) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
 - (2) If the medical examination is taken after working hours or on Saturdays, the employee shall be paid three (3) hours' pay at straight time rates of pay.
- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
- (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
 - (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (iii) The findings of the consultant shall be final and binding upon all parties.
 - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
 - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

- (c) In addition to the above procedure on Employer required medical examinations, the Employer agrees that where any employee who drives a Motor Vehicle in the course of his employment coming under Sections 1 to 5 of the Motor Vehicle Classifications licenses, is required by any agency, insurance or whatsoever, to take a medical examination to verify his right to drive such motor vehicle coming under the aforesaid Sections 1 to 5 or to obtain an Air Ticket, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations. It is also understood if such examination is required during working hours the employee shall be paid for the time required for such examination at his or her rate of pay.

33. TRUCK MAINTENANCE AND SAFETY

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

- (a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances 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 Employer must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts and each truck must contain a First-Aid kit.
- (c) It is agreed between the Employer and the Union, having regard for the safety and driver health factor, that all units shall have adequate heaters, windshield wipers and defrosters installed.
- (d) No drivers shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his truck for gas and oil or to see it is in proper operating condition, nor in driving his vehicle to the proper place of maintenance and parking. This shall not apply to changing of flat tires when away from the Plant.

- (e) It is mutually agreed that a form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy, and so that the head office of the Employer will have a copy of this report on file.

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 Employer's responsibility to supply such 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.

- (f) The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the police or at any scales, and is fined, the Employer shall pay such fines. In addition thereto, if a driver is stopped by the police or held up at the scales, due to overloading or any other reason involving the equipment and that driver is working on other than an hourly rate, he shall be paid for all such time on the basis of the working time rate of pay.
- (g) If a driver is charged improperly for a violation of traffic laws while working, and is found not guilty in Court, the Employer shall pay that employee's legal fees and loss of wages.

34. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications, job descriptions, and wage rates for the effective period of this Agreement, shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an accident at work he or she shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours to consult a doctor, chiropractor or whatever on insistence of the Workers' Compensation Board in regard to any compensable injury or illness he has received or incurred on the job, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' pay for that day and any other day or days he is also required to fill such commitment or requirements.

- (e) When an employee is temporarily removed from his regular work and placed on other work for the Employer's convenience, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance. This clause applies on holiday replacement in superior job movement or in case of replacement due to illness, accident or leave of absence.

35. SOLICITATION OF FUNDS

There shall be no coercion or intimidation in solicitation of funds of the employees by Management, for charity or other purposes. Employees will determine of their own accord if they desire or not to contribute.

36. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act. If there is any doubt in the Employer's mind as to just what the intent of the applicable Sections is, he may contact the Union for a copy of same.

37. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender wherever applicable.

38. TOOLS

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times.

39. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

The Employer shall make contributions at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on the 1st day of June, 1997.

APPENDIX "A"

	RATES PER HOUR		
	EFFECTIVE JAN 1/04	EFFECTIVE JUNE 1/04	EFFECTIVE JUNE 1/05
TIRE SERVICE STORES			
Mechanic	\$22.21	\$22.65	\$23.10
Tire Serviceman			
- 1st 3 months	20.11	20.51	20.92
- 2nd 3 months	20.62	21.03	21.45
- 3rd 3 months	21.14	21.56	21.99
- Thereafter		21.66	22.09
	22.53		
Tire Serviceman			
All new hires hired after ratification March 1, 2000			
- 1st 3 months	16.74	17.07	17.41
- Next 3 months		17.32	17.67
18.02			
- Next 3 months		17.53	17.88
18.24			
- Next 3 months		18.57	18.94
	19.32		
- Next 3 months		19.91	20.31
	20.72		
- Next 3 months		20.59	21.00
	21.42		
Journeyman at 2 years (24 months)	21.66	22.09	22.53
** Casual Employee		13.97	14.25
14.53			
All new casual employees hired after March 1, 2000		9.79	9.99
	10.19		
** Casual Employee			
1. The casual employee will perform miscellaneous duties including any tire service work.			
2. The casual employee will not accrue seniority.			

3. The casual employee will not be guaranteed the minimum hours of work as per Article 20 Section (h).
4. **NOTE:** Lead Hand shall receive fifteen cents (15¢) per hour above Journeyman's rate of pay.

APPENDIX "A" - CONTINUED

Working Foreman's rate shall be thirty cents (30¢) per hour above Journeyman's rate of pay.

2. **NOTE:**
 - (1) Temporary or part time employees will be guaranteed four (4) hours' pay when called in to work.
 - (2) Previous employment with proven experience will be credited a new employee at time of hiring.
 - (3) Tools broken on the job will be replaced by the Employer.
 - (4) New classifications and rates to be negotiated prior to institution of same.

LETTER OF UNDERSTANDING No. 2

BETWEEN: FOUNTAIN TIRE (CAMPBELL RIVER) LTD.
1415 Maple Street
Campbell River, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International
Brotherhood of Teamsters, of the City
of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Mechanical Bonus Program

Licensed Technicians to receive 5% bonus on individual quota. (To be paid quarterly.)

<u>Month</u>	<u>2003</u>
June	\$13,500
July	\$13,500
August	\$12,500
September	\$13,500
October	\$13,500
November	\$12,500
December	\$11,000
January	\$ 9,000
February	\$ 9,000
March	\$ 9,000
April	\$11,000
May	\$12,500

These figures are based on a mechanical staff of two (2) individuals. The Company program indicates that each mechanic should deliver \$10,000+ per month per mechanic.

DATED AT _____, British Columbia, this _____ day
of _____, 2004.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 3

BETWEEN: **FOUNTAIN TIRE (CAMPBELL RIVER) LTD.**
1415 Maple Street
Campbell River, British Columbia

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International Brotherhood
of Teamsters, of the City of Vancouver,
Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS the Company and the Union have agreed to a Grievance Procedure, as provided in Article 12. of the collective agreement; and

WHEREAS the Company and the Union wish to institute an additional procedure for the resolution of grievances;

THEREFORE, the Company and the Union agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to the Canadian Joint Grievance Panel Inc., established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Canadian Joint Grievance Panel Inc. within fourteen (14) days after the completion of Step II of the Grievance Procedure.
2. The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the

Company involved nor will the Union select a representative from the Local involved.

3. The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
4. The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.
5. If The Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph (3) above, the grieving party may proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. or an outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.
6. Should the parties agree to proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. they may proceed as outlined in the Rules And Procedures of Schedule 2.
7. The Canadian Joint Grievance Panel Inc. shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 and Schedule 2.
8. The parties agree that this Letter of Understanding will form part of the collective agreement between the parties and will continue to form part of the collective agreement through successive Agreements until mutually changed by the parties.

DATED AT _____, B.C., this _____ day
of _____,
2004.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART
