

AGREEMENT BY
AND BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

Duration:

NOVEMBER 1, 2004 TO OCTOBER 31, 2007

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AGREEMENT BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

ARTICLE 1: OBJECTS

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

ARTICLE 2: BARGAINING AGENCY

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for "employees in British Columbia except office and sales staff", as set out in the Labour Relations Board Certification.
- 2.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 2.03 MANAGEMENT, OFFICE PERSONNEL DO NOT WORK: - No management or office personnel will be allowed to use hand tools or carry out work which would be normally done by employees in the bargaining unit, except in the instruction or training of employees.

ARTICLE 3: UNION SECURITY

- 3.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, shall become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith. In the event the Company is requested by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Company in the event of subsequent proceedings being brought against the Company for such discharge.

- 3.02 The Company shall hand each new Employee a Union membership card and a dues deduction card. The employee shall complete said cards and return them to the Company. The Company shall submit the Union application card to the Union, and shall retain the dues authorization card on the employees' file.
- 3.03 The Company shall deduct such fees and dues as provided by the Union on the first (1st) pay period of the month and submit said monies to the Union before the twenty-fifth (25th) day of the month in which said monies were deducted.

The Union shall indemnify the Company for such remissions and deductions when in accordance with Union instructions.

- 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 will indemnify the Company for all such deductions and remissions when in accordance with Union instructions.
- 3.05 The Company shall submit a check-off list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Article 3.03 above.
- 3.06 Every motor vehicle and every piece of equipment, whether owned by the Company or leased by the Company under the jurisdiction of the Union shall be operated and maintained by a member of the Bargaining Unit.
- 3.07 Management shall only operate equipment and/or work with tools in the case of an emergency. An emergency shall only be for the safety of man and/or equipment. Management may use tools or operate equipment for instructional purposes only.
- 3.08 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to cross or work behind a picket line recognized by the Union.
- 3.09 Where the Company's facilities, space and trained personnel are available, the Company will continue to have all work which is presently performed by its employees, performed by the bargaining unit.
- 3.10 The Company shall ensure that it has an employee employed on each shift with a valid first aid ticket. It is recognized that the Company may employ a person outside of bargaining unit with a valid first aid ticket to comply with this requirement.
- 3.11 The Company shall indemnify and save and hold harmless any Employee, who is a member of the Union, in its employ from and against any and all claims, demands, losses, costs, damages, actions, suits, proceedings and judgments provided such claims are attributable to or caused by any negligent actions or omissions by any employee while working within the scope of his employment and further, the Company agrees to pay any and all legal costs and disbursements from and against any claims, demands, costs, damages, actions, suits, proceedings and judgments against any employee who is a member of the Union provided that such employee co-operates fully with the Company in defending such claims, demands, costs, damages, actions, suits,

proceedings and judgments. Further, the conduct of such claims, demands, costs, damages, actions, suits, proceedings and judgments shall be within the sole discretion of the Company.

ARTICLE 4: MANAGEMENT RIGHTS

The Union recognizes and agrees that:

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

(b) Management shall ensure that all new employees meet with the Shop Steward within six (6) days.

ARTICLE 5: DEFINITION OF EMPLOYEE

- 5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Code of British Columbia. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" and/or "A-1" attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.01 WORK WEEK:

- (a) The regular hours of work shall be eight (8) hours in a day and forty (40) hours in a week which shall be a period consisting of five (5) consecutive days excluding Sunday; either Monday to Friday inclusive or Tuesday to Saturday inclusive.
- (b) Where one of the employees is unable to attend his shift due to sickness or other emergency, the remaining employee may continue the shift provided non-bargaining unit personnel are on site during the shift to perform safety checks.
- (c) The service department will have a supervisor on each shift but not necessarily a chargehand.

6.02 SHIFTS:

- (a) The first shift shall commence at 8:00 a.m. plus or minus one (1) hour.
- (b) The second shift shall commence at 3:30 p.m. plus or minus one (1) hour.
- (c) The third shift shall commence at midnight plus or minus one (1) hour.
- (d) There will be a one-hour variance to the start times of each shift and within each shift.
- (e) Manning of Tuesday to Saturday shift shall be on a voluntary basis unless the employee was specifically hired for this shift. If the Company cannot obtain sufficient volunteers to fill the requirements, then the most junior men in the required classification shall be required to work this shift, providing however, that the composition of the crew is sufficiently experienced to provide the intended service.
- (f) The tour of duty on the Tuesday to Saturday shift shall not exceed four (4) consecutive weeks except where the employee wishes to remain on this shift or was specifically hired for this shift. Where the Company has to appoint employees to this shift, any one period of service shall not exceed four (4) consecutive weeks which shall be the normal rotation.
- (g) Where an emergency situation arises, an employee required to move to the Tuesday to Saturday shift when not scheduled to do so shall have seven (7) days' notice in advance and shall have had a minimum of fourteen (14) days off this shift.
- (h) Sunday and Monday shall be the regular consecutive days off for the Tuesday to Saturday shift. Any work performed on these days shall be paid at overtime rates.
- (i) On the anniversary of the contract all available shifts will be reposted if requested by the Union.

6.03 SHIFT WORK PREMIUMS:

- (a) Second shift: Premium of \$1.30 per hour.
- (b) Third shift: Premium of \$1.95 per hour.
- (c) Tuesday to Saturday: One dollar (\$1.00) per hour shall be added to employees' classification rate for the Tuesday to Saturday shift. Second and third shifts on Tuesday to Saturday will be paid additional premiums as in (a) and (b) above.

6.04 WORK DAY GUARANTEED:

Subject to the exceptions set forth in this section, any employee reporting for work shall be guaranteed that days hours of work at his regular job or pay equivalent, provided that if there are insufficient hours of work available at the employees regular job, the

employee shall perform such other work as may be assigned to him to qualify for such pay.

The provisions of this section shall not apply:

- (a) In case of shutdown necessitated by emergencies that are completely beyond the control of the Company;
- (b) If the employee voluntarily quits;
- (c) Overtime is not part of the daily guarantee.

Clarification:

- In case of a power failure, Company continues to pay ***until the end of the shift or the employees may request to go home without pay.***
- Pay as per shift: e.g. ten (10) hour shift receives ten (10) hours' pay and twelve (12) hour shift receives (12) hours' pay.

6.05 SHIFT CHANGE:

- (a) The Company shall give an employee forty-eight (48) hours' notice prior to changing the employee's scheduled shift, except where the employee accepts the shift change.
- (b) An employee's shift shall only be changed for bona fide business requirements. Shift changes, if any are so required, shall be carried out on a rotating basis through the bargaining unit. No shift change shall require an employee to work more than eight (8) hours in a day except on overtime rates, as provided in the Agreement.

6.06 SHIFT ROTATION: - The Company shall continue its practice of allowing employees to exchange shifts provided the employees involved have the requisite ability to perform the work on the other shift. All requests for shift changes shall be given due consideration.

6.07 OVERTIME: - All hours worked outside of the standard work hours, outside the established shift hours and outside the standard work week shall be considered overtime and paid at the rate of time and one-half for the first two (2) hours of overtime of any scheduled work day up to an aggregate of four (4) overtime hours in any week. Any overtime hours in excess of these shall be paid at double time.

Clarification: An employee on Monday to Friday shift who has not worked overtime Monday to Friday but is called in to work on Saturday would be paid four (4) hours at time and one-half and four (4) hours at double time for an eight (8) hour work day on the Saturday.

6.08 OVERTIME: VOLUNTARY

- (a) All overtime is voluntary, provided that in the event all employees with the requisite ability refuse to do the work in question, such work shall be assigned to the most junior employee capable of performing the work. (See Letter of Understanding attached re Overtime Lists.)

OVERTIME LISTS

- (b) The Company will establish a crew list in descending order of seniority for the purpose of selecting employees for overtime work.

Except in the case of a bona fide emergency, the company shall start at the top of the list to notify employees of available overtime work until the requirements are met.

The Company on a monthly basis will post a list for employees to sign who want their names to stand for overtime work. A separate list will be in effect for the different company locations.

Where an employee has been working on a job, he shall have the first opportunity to perform overtime on that job. If he declines, the company has the option of going to the next senior qualified technician.

- 6.09 OVERTIME - CALCULATION OF: - Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated according to the time clock calibration unit, or in the absence of such a unit, on a fifteen (15) minute unit basis. The employee shall be paid for one full calibration unit or fifteen (15) minute unit, as the case may be, for any part of the unit worked.

- 6.10 OVERTIME MEAL: - An employee working ten (10) hours per day or more shall be entitled to a wholesome meal to be consumed during the overtime rest period or after completion of the overtime worked. The Company, at the employee's request, shall order and pay for the meal.

Employees requested to work two (2) hours overtime after completion of their regular shift will be given up to one-half (1/2) hour to eat a meal at straight time rate of pay.

6.11 REST BETWEEN SHIFTS:

- (a) It is intended that every employee should have ten (10) hours' rest between shifts. In the event that an employee is recalled to work before such ten (10) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until ten (10) full hours have elapsed.

- (b) Article 6.11 (a) is not applicable for volunteer shift change.

- 6.12 WORK BEFORE REGULAR SHIFT: - An employee called in before the start of his regular shift shall receive overtime for time worked prior to the regular shift, except

where the employee has requested or consented to commence his shift early. In such cases, overtime will be paid after eight (8) hours at appropriate rates.

6.13 WORK AFTER REGULAR SHIFT: - An employee called back to work after shift end shall receive a minimum of two (2) hours' pay if voluntary. He shall receive a minimum of four (4) hours' pay if involuntary, at the prevailing overtime rate.

6.14 WORK ON GENERAL HOLIDAYS:

(a) An employee shall be paid double time for all hours worked on any General Holiday listed in Article 10, or day observed as such under the terms of this Agreement. This double time is in addition to any General Holiday pay an employee may be entitled to under other provisions of this Agreement.

(b) Any employee required to work on a General Holiday as part of his shift, shall receive another day in lieu of with pay.

(c) Employees on their regular day off on a General Holiday shall receive either:

(i) a day's wages.

(ii) another day off in lieu of - to be taken at a mutually agreed time.

6.15 WORK THROUGH REGULAR LUNCH PERIOD: - An employee working through lunch **at the request of the Company** shall receive one-half (1/2) hour's overtime if he does not elect to take a lunch period during the balance of his shift.

6.16 CALL TIME:

(a) An employee reporting for work shall receive a minimum of eight (8) hours' pay at the appropriate rate, after working more than four (4) hours. He shall be paid a minimum of four (4) hours in any event.

(b) An employee called to work on a Saturday, a Sunday or on a General Holiday, (or days observed as General Holidays) shall receive a minimum of four (4) hours' pay at the prevailing overtime rates.

6.17 All employees shall be given at least five (5) minutes before quitting time to wash up.

ARTICLE 7: GRIEVANCE PROCEDURE AND ARBITRATION

7.01 The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:

(a) An employee shall file his grievance in writing within seven (7) days of his having an opportunity to become aware of his grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.

- (b) The employee's Department Head, the employee and Shop Steward shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within five (5) days of its being filed, the grievance will automatically be referred to the Manager.
- (c) The Manager, or his designate in the event that he is absent, and a Representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within ten (10) days of its being referred to the Manager, it shall automatically be referred to the Section 112 Industry Troubleshooter or Arbitration Board under this Article ***or by mutual agreement between the parties the grievance may go before the Joint Canadian Grievance Panel.***

7.02 Any grievance and/or dispute between the Company and the Union and/or employees, involving the interpretation, application or any alleged violations of this Agreement, may be referred by either party to:

- (a) The Labour Relations Board for a binding or non-binding decision pursuant to Section 112 of the Labour Relations Code "Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Mr. John Kinzie or a substitute agreed to by the parties, shall at the request of either party
 - (i) investigate the difference;
 - (ii) define the issue in the difference; and
 - (iii) make written recommendations to resolve the difference

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

The above procedure shall be by mutual consent of the parties in writing, or

- (b) Board of Arbitration

7.03 Where the parties elect to proceed to Arbitration, the Arbitration Board, consisting of one (1) representative selected by the Company, and one (1) representative selected by the Union, shall be appointed within five (5) days after written request has been received. If either party fails to appoint or select its representative within the time specified herein, the other party may appeal to the Labour Relations Board to make the appointment.

The two (2) Arbitrators selected shall meet, within forty-eight (48) hours after appointment, and shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, either of them may then request the Labour Relations Board to appoint a Chairman.

The Arbitration Board shall have the power to order, if it deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined,

shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost. A majority decision of the board shall constitute the award. The decision of the board shall be binding on both parties.

- 7.04 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Chairman shall be shared equally between the parties.
- 7.05 In the event of an Arbitration Board being appointed, it is agreed by both the Union and the Company, that such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.
- 7.06 By mutual agreement by both the Union and the Company, a single arbitrator may be selected to resolve the dispute in accordance with this Article.
- 7.07 The Company and the Union may mutually agree in writing to waive any of the time limits set out in this Article.
- 7.08 SECTION 87: - Grievances pertaining to discharge and suspension will not be processed under Section 87 of the Labour Relations Code of British Columbia unless there is mutual agreement between the parties.
- 7.09** Disciplinary action grievable by an employee shall include, but not be limited to, written censure, letters of reprimand, verbal warning notes, and adverse reports. An employee shall be given a copy of any such documentation placed on his file which may be the basis of disciplinary action, within seven (7) days of the Company becoming aware of the incident. Should an employee dispute any such entry in his file, he shall be entitled to recourse through the grievance procedure.

Written warnings, reprimands or adverse reports shall be removed from the employee's file after the expiration of the twelve (12) months from the date they were issued, provided that there have been no further disciplinary problems within that twelve (12) month period. Suspensions will remain in the personnel file.

The Company agrees that there shall be only one personnel file for each employee.

The employee shall, upon giving reasonable notice, have access to his file and upon request be provided with photocopies of documents. The employee shall be responsible for the minimum costs of the copies.

The Employer agrees not to introduce as evidence, in any hearing, any document from the file of an employee, the existence of which the employee is not aware.

ARTICLE 8: SENIORITY

- 8.01 SENIORITY LIST: - 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 the list on the date of its posting.

8.02 PROBATIONARY PERIOD:

- (a) When a new employee is hired, it is agreed that he shall be on probation for ninety (90) calendar days and during this period seniority will not be applicable. When the probationary period is completed seniority will commence from the date of hiring.
- (b) There shall be a review on the thirtieth (30th) calendar day and the sixtieth (60th) calendar day. A copy of this review shall be given to the Shop Steward.

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

8.04 LAY-OFFS, RECALLS, PROMOTIONS AND LAY-OFF PAY:

- (a) In the event of layoffs, recalls and promotions to a higher rated classification, employees shall be given preference according to seniority, where qualifications, efficiency and ability to perform the available work are relatively equal.
- (b) In the event a dispute arises in a layoff as to whether the senior employee's qualifications, efficiency and ability to perform the available work are relatively equal to the employee selected for the position by the Company, the Union may remit such a dispute directly to an investigator pursuant to Section 112 of the Industrial Relations Act, without regard to the first steps in the grievance procedure.
- (c) The Company shall give at least forty-eight (48) hours' notice of layoff exclusive of Saturdays, Sundays and General Holidays.
- (d) If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this Agreement and that employee has a minimum of two (2) years' service with the Company he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept lay-off pay under the provisions of this Section before the end of his right to recall period, but in so doing shall forfeit all seniority rights accruing to him under this Agreement, by reason of his term of service with the Company.

8.05 SENIORITY RETENTION:

- (a) A laid-off employee shall retain his seniority and recall rights with the Company for twelve (12) months after the date of layoff.
- (b) If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such layoff.
- (c) When a member of the bargaining unit (excluding a probationary employee) agrees to a transfer within the Company to a position outside the bargaining unit, he shall maintain but not accumulate seniority for a period equal to his right to

recall entitlement, after which his seniority shall be terminated. The Union shall be notified of such transfer.

8.06 RECALL NOTICE: - The Company shall contact laid-off employees either personally, by mail or through the Union dispatcher at the address or at the telephone numbers supplied by the employee. It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off. ***If the employee does not respond within seven (7) working days including Saturday and Sunday (not including General Holidays), their recall privilege for the purpose of the recall in question will be forfeited.***

ARTICLE 9: VACATIONS

9.01 Effective November 26, 2004 (date of ratification):

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than 1 year	1 day for each month up to total of ten (10) working days	
1 year but less than 3 years	2 weeks	4% or 80 hours*
3 years but less than 8 years	3 weeks	6% or 120 hours*
8 years but less than 14 years	4 weeks	8% or 160 hours*
14 years but less than 15 years	4 weeks + 1 day	8% or 168 hours*
15 years but less than 16 years	4 weeks + 2 days	8.5% or 176 hours*
16 years but less than 17 years	4 weeks + 3 days	9% or 184 hours*
17 years but less than 18 years	4 weeks + 4 days	9.25% or 192 hours*
18 years but less than 25 years	5 weeks	10% or 200 hours*
25 years and over	6 weeks	12% or 240 hours*

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

- (a) Upon completion of one (1) year but less than **three (3)** full years as an employee, employees shall receive two (2) consecutive weeks' vacation for each vacation period, with eighty (80) hours' pay at their then applicable rate, or four percent (4%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.
- (b) Upon completion of **three (3)** years but less than **eight (8)** full years as an employee, employees shall receive three (3) consecutive weeks' vacation for each vacation period, with one hundred and twenty (120) hours' pay at their then applicable rate, or six percent (6%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.
- (c) Upon completion of **eight (8)** years but less than fourteen (14) full years as an employee, employees shall receive four (4) consecutive weeks' vacation for each vacation period, with one hundred and sixty (160) hours' pay at their then applicable rate, or eight percent (8%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.
- (d) Upon completion of fourteen (14) years but less than fifteen (15) full years as an employee, employees shall receive four (4) consecutive weeks' vacation plus one (1) day for each vacation period, with one hundred and sixty-eight (168) hours' pay at their then applicable rate, or eight percent (8%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.
- (e) Upon completion of fifteen (15) years but less than sixteen (16) full years as an employee, employees shall receive four (4) consecutive weeks' vacation plus two (2) days for each vacation period, with one hundred and seventy-six (176) hours' pay at their then applicable rate, or eight and one-half percent (8-1/2%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.
- (f) Upon completion of sixteen (16) years but less than seventeen (17) full years as an employee, employees shall receive four (4) consecutive weeks' vacation plus three (3) days for each vacation period, with one hundred and eighty-four (184) hours' pay at their then applicable rate, or nine percent (9%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.
- (g) Upon completion of seventeen (17) years but less than eighteen (18) full years as an employee, employees shall receive four (4) consecutive weeks' vacation plus four (4) days for each vacation period, with one hundred and ninety-two (192) hours' pay at their then applicable rate, or nine and one-quarter percent (9.25%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.
- (h) Upon completion of eighteen (18) years but less than twenty-five (25) full years as an employee, employees shall receive five (5) consecutive weeks' vacation for each vacation period, with two hundred (200) hours' pay at their then applicable

rate, or ten percent (10%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.

- (i) Upon completion of twenty-five (25) years or more as an employee, employees shall receive six (6) consecutive weeks' vacation for each vacation period, with two hundred and forty (240) hours' pay at their then applicable rate, or twelve percent (12%) of their annual gross earnings for the service year for which they are receiving their vacations, whichever is the greater.
- (j) **CALENDAR YEAR** *For the purpose of determining a vacation year's employment to qualify an employee for vacations and vacation pay, the Parties agree that when an employee has earned a minimum of eleven hundred (1100) hours for which wages are payable in an employee's vacation year, running from vacation date to vacation date, he shall be eligible for vacations as above set forth.*

Employees who work less than eleven hundred (1100) hours shall be paid at the appropriate percentage of their gross earnings for the work year immediately preceding the vacation period, as set out in Article 9.01 above.

- 9.02 (a) Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, the total of the employee's 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. The vacation year is April to March.

Employees shall receive vacation pay on each regular pay cheque. Payment shall be at a percentage of gross and an adjustment made regarding "whichever is greater" at time vacation is taken. Upon written request of an employee, the Company shall withhold payment of his vacation pay until such time as the employee goes on vacation or is laid-off.

- (b) The Company will provide at least two (2) weeks of the employee's vacation time in the summer months (June 15th to September 15th). If a dispute arises, vacation periods will be allocated on the basis of seniority only.
- (c) An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned and only then for legitimate business purposes.
- (d) Each employee shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement.

9.03 VACATION ENTITLEMENT:

Eligibility for vacations shall be maintained, but not accumulated during authorized leave of absence.

9.04 Eligibility for vacations shall be maintained and accumulated during absence due to:

- (a) a compensable accident;
- (b) serving in the non-permanent Armed Forces of Canada;

ARTICLE 10: GENERAL HOLIDAYS

10.01 The Company shall give to each employee a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive all normally applicable premiums inclusive with his classified wage rate, e.g. shift differential. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated General Holidays shall be:

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

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

10.02 GENERAL HOLIDAY - SATURDAY AND SUNDAY:

- (a) When a General Holiday falls on a Saturday or on a Sunday then the work day before or after the holiday shall be observed as the holiday. The Company shall give at least two (2) weeks' notice of which day shall be observed for each employee but shall endeavour to give as much notice as practicable.
- (b) For employees on a Tuesday to Saturday shift, when a General Holiday falls on a Sunday or on a Monday, the Company, by mutual agreement with the affected employee will allow the employee to observe the holiday in conjunction with his normal two (2) days off. Work performed on the day upon which it has been agreed that the holiday will be observed, shall be paid for at overtime rates.
- (c) When a General Holiday falls during the middle three (3) week days of a work week, the Company will, wherever possible, observe the holiday in conjunction with the normal two (2) days off. The Company shall give at least two (2) weeks' notice of which day the holiday will be observed.

10.03 GENERAL HOLIDAY PAY WILL BE PAID: - Without limiting the general application of section 11.01, but subject to the provisos contained herein, General Holiday pay provisions will prevail:

- (a) where an employee is off work due to any circumstance for which he is eligible to receive compensation under the Workers' Compensation Act, provided such an

employee has earned wages from the Company during the **fifteen (15)** calendar days immediately preceding the holiday.

- (b) where an employee is off work due to sickness, quarantine or an accident provided such an employee has earned wages from the Company during the forty-five (45) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability. No employee shall be entitled to holiday pay who has been absent due to sickness, quarantine or accident, only on the **scheduled work** day before or the **scheduled work** day following the General Holiday, **unless a doctor's certificate is submitted as proof of disability.**
- (c) Where an employee is laid off or is on a paid leave of absence provided such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs.
- (d) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.
- (e) **Effective November 26, 2004 (date of ratification): In order to qualify for statutory holiday with pay, an employee must have been employed for thirty (30) calendar days prior to the statutory holiday.**

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

ARTICLE 11: WAGES

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

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

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

11.04 ACCIDENTS - PAY TO EMPLOYEES: - Employees involved in an accident while on the job shall receive **pay for the hours of their shift** at their 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. **Employees should make every attempt to schedule follow-up doctors' appointments outside of scheduled work days.**

11.05 WAGE RATE - HIGHEST DAILY RATE: - Where a journeyman is assigned by the Company to perform the duties in a higher hourly wage rate for four (4) hours or more in a shift, he shall be paid the higher rate for the hours worked in such classification.

ARTICLE 12: TRAVEL TIME AND TRANSPORTATION EXPENSES

12.01 Where the Company requests an employee to travel from his normal place of employment to another location it shall be during his normal working hours and all transportation shall be supplied by the Company.

12.02 Employee vehicles shall not be used on Company business.

ARTICLE 13: LEAVE OF ABSENCE

13.01 UNION SERVICE:

- (a) The Company shall allow time off work without pay for any employee 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.
- (b) Shop Stewards shall be recognized by the Company and shall be given reasonable time to carry out their duties to resolve disputes.
- (c) Where a grievance meeting is scheduled during the regular work hours of the Shop Steward, he shall be entitled to attend the meeting without loss of pay.
- (d) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

13.02 LEAVE OF ABSENCE DUE TO INJURY:

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

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

13.04 LEAVE OF ABSENCE - SENIORITY: - Seniority shall continue during a leave of absence granted by the Company. It shall be maintained but not accumulated.

ARTICLE 14: HEALTH AND SAFETY

14.01 The Company, Union and Employees have the joint responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

Without limiting the generality of the foregoing, the Company shall:

- (a) provide and maintain workplaces, equipment, work methods and tools that are safe and without risk to health;
- (b) inform its employees and their Union representative of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
- (c) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (d) provide the equipment, clothing and devices deemed necessary to prevent injury, except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, clothing and devices on the job;
- (e) ensure that the necessary investigations, inspections and analysis are carried out, and co-operate with any health and safety committee established in accordance with this Article, when there are situations liable to endanger the health or safety of employees;
- (f) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention.

14.02 The Company shall at its expense furnish protective devices, wearing apparel, supplies and any other equipment necessary to protect employees and the introduction of such devices, apparel, supplies and equipment shall be discussed with the Health and Safety Committee in advance with the objective of increased co-operation.

14.03 An employee must refuse to work or do particular work where he has reason to believe that:

- (a) any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee.
- (b) the physical condition of the workplace or the part thereof in which he works or is to work is likely to endanger himself; or
- (c) any equipment, machine, device or thing he is to use or operate or the physical condition of the workplace or the part thereof in which he works or is to work is likely to endanger himself or another employee.

- (i) If as set down in the above clause, an employee refuses to work or do particular work, he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the report with representatives of the Health and Safety Committee.
- (ii) Following investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee, then an inspector representing the Ministry of Labour shall investigate the refusal to work and shall give his decision in writing as soon as possible.
- (iii) The Company shall make a reasonable effort to find alternative work until such time as the job has been made safe or is determined to be safe. If the employee has refused to work on a job which is subsequently determined to be safe he shall not be paid for any time following the refusal.

14.04 Pending the investigation and decision of the Inspector, no bargaining unit employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated until the job in question has been deemed safe to operate by the Health and Safety Committee.

14.05 No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the right conferred upon him under the Act respecting the occupational health and safety of employees.

14.06 HEALTH AND SAFETY COMMITTEE: -

- (a) The Health and Safety Committee shall be comprised of one person selected by the Company and two employees selected by the Union. The Committee shall meet at least monthly, either during that employee member's regular shift, or immediately following his regular shift, in which case he shall be paid one hour's straight time wages for attending the meeting. Shift employees shall submit safety related matters and concerns to the Health and Safety Committee.
- (b) A summary of Safety Committee activities shall be posted in each division by the Company following every Safety Committee meeting. It shall outline problems and the measures taken to resolve the problems. A copy of the posted Safety Committee meeting minutes shall also be forwarded to the Union.

ARTICLE 15: GENERAL PROVISIONS

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

- 15.02 WASHROOM FACILITIES: - Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 15.03 WATERLESS HAND CLEANER: - Waterless hand cleaner shall be supplied at all operations covered by this Agreement.
- 15.04 COVERALLS: - All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied, shall be of the proper size to fit the employee. There shall be at least one (1) change available each day 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 LUNCH ROOM: - The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Lockers for personal storage shall be provided.
- 15.06 REST PERIODS: - An employee shall be granted a paid fifteen (15) minute rest period in each half of the shift.
- 15.07 The Company shall supply coffee, cream, sugar and cups, free of charge, to all employees during their rest period.
- 15.08 The Company shall supply soft drink machines at each location and the soft drinks shall be supplied at cost to the employee.
- 15.09 LUNCH PERIODS: - Each employee shall have a one-half (1/2) hour unpaid lunch period at mid-shift.
- 15.10 SHOP TEMPERATURE: - With the co-operation of employees, the Company will attempt to maintain shop temperature 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.
- 15.11 SHOP STEWARD:
- (a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
 - (b) When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.
 - (c) Upon informing Management, authorized agent 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. The Union confirms that there shall be no disruption of business operations and that a Company representative may be present with the Union agent while the agent is on Company premises except when the agent is meeting an employee outside of working hours or during a scheduled rest period.

(d) Any employee being disciplined by the Company shall have the right to request that the Shop Steward be in attendance.

15.12 PICKET LINE: - It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and a Company with whom the picketing Union has a dispute.

15.13 BONDING: - If, at any time, the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company. The Company shall deliver a copy of all bonding forms required to be completed or signed by an employee to the Union prior to completion or execution by the employee. The employee shall not be required to complete or execute any such form which imposes any responsibility upon the employee without the consent of the Union, which consent will not be unreasonably withheld.

15.14 TOOL INSURANCE: - The Company shall provide, at its expense, tool insurance coverage to each eligible Journeyman and Apprentice. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, at no cost to the employee. Each employee will provide a brand name inventory of his tools on a form supplied by the Company to be eligible for tool insurance. **Tools must be locked when not on shift.**

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

15.15 TOOL UPGRADING ALLOWANCE: - **Upon provision of receipts**, trades people with twelve (12) months' service shall receive four hundred dollars (\$400.00) annually as a tool upgrading allowance. **Receipts may be submitted three (3) times per year in April, August and December**, provided an annual tool list is supplied.

Effective November 1, 2005, the tool allowance shall be increased to four hundred fifty dollars (\$450.00).

Effective November 1, 2006, the tool allowance shall be increased to four hundred seventy-five dollars (\$475.00).

Apprentices who have been employed for a minimum of one (1) year with the Company will receive one hundred percent (100%) of the allowance. All other apprentices will receive seventy-five percent (75%) of the tool allowance.

Trades people with less than twelve (12) months' service prior to May 1st of each calendar year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

Unused tool allowance or portion thereof may be carried over and added to the following year's tool allowance only on a one-year basis.

The cost of repairs to air tools and calibration of torque wrenches is to be covered by the Company.

Tool Allowance: Lube Man Classification

Current employees in the classification of Lube Man shall receive the full tool allowance. Employees hired in this classification after November 26, 2004 (date of ratification) shall receive seventy-five percent (75%) of the Journeyman Mechanic tool allowance.

15.16 NOTICE BOARD:

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

15.17 VOTING LEAVE: - Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have **three (3)** consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

15.18 BEREAVEMENT LEAVE:

When an employee suffers a death in the immediate family and upon the request of that employee, he or she shall be granted compassionate leave of absence with regular pay for:

- forty (40) hours in the event of the death of their spouse or child;
- three (3) days in the event of the death of their mother, father, brother or sister;
- two (2) days in the event of the death of their mother-in-law, father-in-law, grandparent, grandchild, niece or nephew (where travel is required) or 1 day if no travel requirement.

In addition, if the employee is notified of the death while he or she is working, he or she will be excused from and paid for the balance of that working shift and such time shall not be charged against the bereavement days outlined above.

Granting of unpaid bereavement leave for relatives or dependents, other than those described above, shall be at the discretion of the Company and shall not be unduly withheld.

15.19 PROTECTIVE CLOTHING: - The Company will provide the following:

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

15.20 GLASSES: - Each employee required to wear prescription safety glasses shall be reimbursed by the Company up to a maximum of one hundred twenty-five dollars (\$125.00) once per contract year, unless otherwise provided in Health and Welfare Plan. Payment upon receipt of proof of purchase. The maximum reimbursement of one hundred twenty-five dollars (\$125.00) may be carried over once to the next contract year.

15.21 JURY DUTY:

- (a) The Company shall grant a leave of absence to an employee serving as a juror or as a subpoenaed witness in a court proceeding, provided the proceeding is not occasioned by the employee's private affairs.
- (b) An employee shall receive the difference between straight time, regular wages and jury duty pay or witness fees for those days upon which the employee was scheduled to work, to a maximum of three (3) days net pay. In the case of an employee serving as a witness, such payment shall be limited to those proceedings which directly involve an accident which occurred and was observed by the employee while he was at work.

15.22 EDUCATION FOR UPGRADING:

- (a) The Company agrees to the reimbursement of fees to an employee for any course or program taken by the employee at the request of the Company, including the cost of Tradesmen Qualification Examinations. ***The cost of physical exams for Class 1, 2, and 3 is to be paid by the Company.***
- (b) While in training, an employee will be paid at the rate of pay he would have received had he not been in training (***weekly shift hours***) and will be allowed actual reasonable away-from-home expenses necessarily incurred. Travel time will be paid for travel during regular working hours on regular working days. ***Training does not attract overtime.***

15.23 SAFETY BOOT ALLOWANCE: - Employees shall receive one hundred and fifty dollars (\$150.00) annually, upon submission of proper receipt.

Boots must be WCB approved.

This allowance may be used for boot repairs, for which receipts are required. Any unused amounts will be carried forward for one year.

Employees with less than 12 months' service shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

15.24 BANKING OF OVERTIME

- (a) Upon the request of the employee, overtime may be accrued as banked hours at the appropriate overtime equivalent.
- (b) A maximum of eighty (80) hours may be accrued as banked earnings at the rate of pay in effect at the time of banking and may be withdrawn by the employee at any time, in whole or in part. Such request for banked overtime shall be, in writing to the Company and shall be paid on a separate **payroll deposit at the next pay period.**
- (c) In the event an employee wishes time off, such time off will be by mutual agreement and subject to the operating needs of the business. In any event, no more than one employee in each job classification may be off work at any one time.
- (d) Banked overtime may be used for sick leave. A medical certificate may be required and paid for if necessary by the Company.

15.25 All employees agree to provide a letter of permission to the Company to obtain a copy of their driver's abstract once per year.

ARTICLE 16: JOB POSTINGS

- 16.01 (a) Vacancy shall mean any bargaining unit position whether permanent or temporary or an indefinite transfer in a classification to another location.
- (b) Vacancies shall be filled first from the bargaining unit provided that the applicant has the ability and qualifications to perform the job after a reasonable familiarization period. In the event there is more than one applicant for the position, it shall be filled according to seniority, where ability, qualifications and efficiency are relatively equal.
- 16.02 When a vacancy occurs, the Company shall "post" a NOTICE indicating the location and the job classification of such posting, wage rates and shift work that is applicable. The notice shall be posted for seven (7) days and a copy faxed to the Union Business Representative.

Employees on annual vacation, workers' compensation benefits and/or sick benefits, during this entire seven (7) day period shall be given an opportunity to apply for the vacancy.

- 16.03 (a) In the event of layoff, an employee shall have the right to exercise his seniority and bump an employee in a lower rated job or accept layoff and await recall according to the provisions of this Agreement.
- (b) Where a senior journeyman bumps into a classification in accordance with 16.03 (a), he shall continue to receive journeyman wage rates and benefits.
- 16.04 The Company shall post all job vacancies in a conspicuous place at each and every location.
- 16.05 In the event the Company creates a new classification during the term of this Agreement, the job duties, 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 7 of this Collective Agreement.

ARTICLE 17: HEALTH AND WELFARE

- 17.01 All employees shall be provided, at no cost, with coverage under the Company's Extended Health and Welfare Plan, after three (3) months continuous employment (minimum twenty [20] hours per week).
- 17.02 The Company shall notify the Union in advance of any proposed alteration or amendment to the existing plan prior to implementation.
- 17.03 The Company shall cooperate with the Union to ensure that all employees receive their full respective entitlements under the Plan as currently established or as altered or amended.
- 17.04 The Union may grieve an allegation that the Company has altered or amended its plan so that it is no longer superior or comparable in overall benefits to employees in the bargaining unit to those benefits otherwise available to the employees had they been covered by the Union plan in effect as at the date of the execution of this Agreement. Where an arbitrator allows the grievance, the Company shall within sixty (60) days of the arbitrator's decision, implement the Union plan then in effect.
- 17.05 Company agrees in principle to provide copies of policies of insurance to the Union, but reserves the right to withhold the commercial terms of the policies.
- 17.06 When an employee is injured on the job then the Company shall pay the employee at the W.C.B. rates (e.g. 67%) until the W.C.B. claim commences. Under circumstances where a claim is not accepted as a WCB claim, any monies paid out to the employee under this Article shall be reimbursed to the Company through payroll deductions. Recovery shall be at a reasonable rate and not to exceed ten percent (10%) of the employee's gross pay per pay period. Before implementing a payroll deduction as provided herein, the Company will give the Union a copy of the official WCB claim denial.

ARTICLE 18: PENSION PLAN

18.01 PENSION PLAN: - The Company shall make contributions at the rate of **three dollars (\$3.00) per hour or seventy-five cents (\$0.75)** per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

PENSION PLAN - PARTS DEPARTMENT:

The Company shall make contributions at the rate of **two dollars and fifty cents (\$2.50) per hour or seventy-five cents (\$0.75)** per hour for which wages are payable hereunder to each employee in the Parts Department to the Operating Engineers' Pension Plan:

Parts Department contributions to be submitted on a separate form to I.U.O.E. Pension.

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

Contributions must be forwarded by the Company to the Operating Engineers' Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

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

18.02 RRSP

The Company shall make contributions at the rate of **three dollars (\$3.00) per hour or seventy-five cents (\$0.75)** per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the employees RRSP plan.

On each anniversary date of this Agreement, an employee may direct, in writing, that the Company pay RRSP contributions as part of his normal income.

RRSP - PARTS DEPARTMENT

The Company shall make contributions at the rate of **two dollars and fifty cents (\$2.50) per hour or seventy-five cents (\$0.75)** per hour for which wages are payable hereunder to each employee in the Parts Department within the scope of this Agreement to the employees RRSP plan.

18.03 Upon an employee's participation in a Pension and/or RRSP Plan, effective November 1, 2004 the Company shall make contributions to either the Operating Engineers' Pension Plan or the Company RRSP Plan according to the formula set out below.

Formula: 2% of gross income.
e.g.: gross income \$60,000 x 2% = \$1,200 Company contribution

The Company will remit their portion to the Pension Plan or Company RRSP plan every six (6) months on April 1 and November 1 of each year.

The Operating Engineers' Pension Plan year is May 1 to April 30.

18.04 Upon introduction of the new payroll system, pay statements shall show a separate calculation of the Pension/RRSP contributions. All other employee benefits and entitlements provided for in the Collective Agreement shall be calculated with reference to the total of the employee's wages and the Employer contributions to the Pension/RRSP plan.

(Company to provide dates of implementation of new payroll system.)

18.05 Contributions as set out in Article 18.01 and 18.02 shall attract overtime.

e.g.	time and one-half	1.5 x \$2.35	=	\$3.53
	double time	2 x \$2.35	=	\$4.70

ARTICLE 19: TECHNOLOGICAL OR PROCEDURE CHANGES

19.01 In the event the Company proposes the introduction of equipment in its operations, requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies 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 which may result in a reduction in the size of the bargaining unit or the layoff of one or more employees. Failure on the part of the Company to comply with these provisions will automatically give cause for grievance.

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

ARTICLE 20: SEVERANCE

20.01 (a) In the event of amalgamation, permanent closure of the shop, 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 six (6) months' service with the Company. Employees with six months' service shall receive two weeks' severance. 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 week's pay for each year of service
to a maximum of twenty (20) weeks' pay.

An employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of Article 8.04 (d), request and receive payment of such pay.

- (b) No employee shall be entitled to severance pay who has refused a job for which the Company has agreed to pay the same rate of pay as the employee's previous classification.

ARTICLE 21: SAVINGS CLAUSE

21.01 No employee shall suffer a reduction in hourly wage rate or increase in hours worked per week because of the adoption of this Agreement.

21.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.

21.03 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.

21.04 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 negotiations, upon the request of the Union or Company to attempt to arrive at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 22: DURATION

22.01 This Agreement shall be in full force and effect from and including **November 1, 2004**, to and including **October 31, 2007**, 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 **October 31, 2007**, 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.

22.02 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 go on strike, or the Company shall lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

22.03 By agreement of the Parties hereto, the provisions of Section 50 (2) and (3) of the Labour Relations Code of British Columbia are specifically excluded.

Signed this _____ day of _____, **2005**.

FREIGHTLINER OF VANCOUVER LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

APPENDIX "A" - WAGE SCHEDULE

	Nov. 1, 2004	Nov. 1, 2005	Nov. 1, 2006
Service Department			
Journeyman: Mechanic, Welder, Bodyman, Painter	\$25.43 + 3.00	\$26.28 + 3.00	\$27.01 + 3.00
	27.68 + 0.75	28.53 + 0.75	29.26 + 0.75
Trailer Mechanic	21.54 + 3.00	22.28 + 3.00	22.91 + 3.00
	23.79 + 0.75	24.53 + 0.75	25.16 + 0.75
Lubeman	16.32 + 3.00	16.90 + 3.00	17.40 + 3.00
	18.57 + 0.75	19.15 + 0.75	19.65 + 0.75
Shop Helper	13.37 + 3.00	13.86 + 3.00	14.28 + 3.00
	15.62 + 0.75	16.11 + 0.75	16.53 + 0.75
Student	10.51	10.80	11.11
Prepman (Journeyman)	15.32 + 3.00	15.87 + 3.00	16.34 + 3.00
	17.57 + 0.75	18.12 + 0.75	18.59 + 0.75
Parts Department			
Partsperson	23.42 + 2.50	24.20 + 2.50	24.87 + 2.50
	25.17 + 0.75	25.95 + 0.75	26.62 + 0.75
Clerk	13.21 + 2.50	13.68 + 2.50	14.09 + 2.50
	14.96 + 0.75	15.43 + 0.75	15.84 + 0.75
Shipper Receiver	11.71 + 2.50	12.14 + 2.50	12.50 + 2.50
	13.46 + 0.75	13.89 + 0.75	14.25 + 0.75
Driver	10.38 + 2.50	10.77 + 2.50	11.10 + 2.50
	12.13 + 0.75	12.52 + 0.75	12.85 + 0.75

Three cents (\$0.03) per hour will be deducted from all of the above hourly wage rates and directed to the Operating Engineers' Apprenticeship and Training Plan as per Appendix B.01(f).

- A.01 (e) Students: - Students will accumulate no seniority. They shall also be exempt for coverage under the Medical - Insurance - Dental - Pension provisions of this Agreement.

Any person who is classified as a Student must in fact be registered at and attending an educational institution.

Any student working twenty (20) or more hours a week on a regular scheduled basis other than during school breaks (spring break, Easter, the summer period, and Christmas) will receive the same rate of pay as the Shop Helper classification.

Students will not displace regular employees or be retained should a laid-off regular employee (by department) be available for work.

PREMIUMS:

FIRST AID ATTENDANT -

"A" Ticket - one dollar (\$1.00)

"B" Ticket - seventy-five cents (75¢)

"C" Ticket - fifty cents (50¢)

Chargehand 1 - 10% of Journeyman Rate
seven or more employees

Chargehand 2 - 7% of Journeyman Rate
five to six employees

Chargehand 3 - 5% of Journeyman Rate
four or less employees

A.01 DEFINITIONS:

- (a) Chargehand 1: is an employee who is able and willing to instruct others in the performance of their work, or who, because of exceptional skill and ability or the nature of his work, is so recognized by the Company and may be held responsible for the quality and quantity of work.
- (b) Chargehand 2 and 3: is an employee who is able and willing to instruct others in the performance of their work, or who, because of exceptional skill and ability or the nature of his work, is so recognized by the Company.
 - (i) A Chargehand shall receive full premium for all hours of his shift based on the highest number of employees under his charge at any time during his shift. Where there is a shift overlap which increases the number of employees then the higher premium shall be paid for the overlap duration -- minimum one (1) hour.
 - (ii) Tony Iulianella shall be red-circled and remain at the ten percent (10%) premium while performing the duties as set out in A.01 (a) and/or (b) above.
- (c) Shop Helper: - Steam cleaning, washing parts, stripping engines, assisting journeyman when required and janitorial duties.
- (d) Lubeman duties shall be:
 - Greasing, washing and cleaning vehicles. Checking and changing fluids and filters.

There shall be only two (2) Lubemen in the Surrey Branch.

- (e) Students: - Students will accumulate no seniority. They shall also be exempt for coverage under the Medical - Insurance - Dental - Pension provisions of this Agreement.
- (f) Trailer Mechanic: - Employed for maintenance and repair of trailers only. Maximum of four (4) in Port Kells.
- (g) Shipper/Receiver: - A Shipper/Receiver will generally perform duties involved in receiving, shipping, binning and other warehouse duties and parts delivery.

A.02 OFF PROPERTY PREMIUMS:

Service employees shall receive a field premium rate of **one dollar and fifty cents (\$1.50)** per hour effective November 1, 1997 when working off Company premises at the Company's request.

APPENDIX "B"

B.01 APPRENTICES

- (a) All Apprentices employed by the Company shall be indentured to the Operating Engineers' Apprenticeship Plan within sixty (60) days of commencing his apprenticeship in accordance with the provisions of the Operating Engineers' Apprenticeship Plan.
- (b) A ratio of one (1) Apprentice shall be allowed for each four (4) Journeymen.
- (c) Registered Apprentices who, as a requirement of their Apprenticeship, attend school, shall be paid regular wages based on a forty (40) hour week up to a maximum of eight (8) weeks in each calendar year while attending school, less the Government grant.

Note: Apprentice wage while in training to be in accordance with Provincial Government sub plan. A bonus will be provided.

- (d) Apprentice having served his required time and having passed any necessary examinations will automatically be classified as a Journeyman. ***Upon written notification of successful completion the apprentice will be paid retroactively to the date of completion of apprenticeship.***

If an apprentice fails a written exam at the end of a school term, the progression will be put on hold until the Apprentice rewrites and passes the exam.

- (e) (i) Indentured Apprentice Scale:
 - 1st 6 months - 50% of Journeyman rate
 - 2nd 6 months - 55% of Journeyman rate
 - 3rd 6 months - 60% of Journeyman rate
 - 4th 6 months - 65% of Journeyman rate
 - 5th 6 months - 70% of Journeyman rate
 - 6th 6 months - 75% of Journeyman rate
 - 7th 6 months - 80% of Journeyman rate
 - 8th 6 months - 90% of Journeyman rate
- (ii) Apprentice Parts Scale :
 - 0 - 6 months 50% of Journeyman rate
 - 7 - 12 months 55% of Journeyman rate
 - 13 - 18 months 65% of Journeyman rate
 - 19 - 24 months 70% of Journeyman rate
 - 25 - 30 months 80% of Journeyman rate
 - 31 - 36 months 90% of Journeyman rate
 - Upon Certification 100% of Journeyman rate

(iii) Apprentice Automotive Refinishing Prep Technician (Prepman)

1st 4 months: 75% of Journeyman rate

2nd 4 months: 80% of Journeyman rate

3rd 4 months: 90% of Journeyman rate

Upon completion of the one (1) year apprenticeship the apprentice, having passed any necessary examinations, will be paid the journeyman rate.

If schooling dates don't allow an apprentice to attend, he will be paid at the 90% rate until the schooling is completed and he has passed. He will be paid retroactively the extra 10% for all hours worked past his scheduled completion date.

- (f) Effective November 1, 1992, the Company shall make contributions at the rate of **three cents (\$0.03)** per hour for which wages are payable hereunder, to each employee within the scope of this Agreement, to the Operating Engineers' Apprenticeship Board, 4333 Ledger Avenue, Burnaby, B.C. V5G 3T3.
- (g) Provided no more than two (2) apprentices in Surrey are scheduled simultaneously, apprentices scheduled for school shall not be required to reschedule attendance to a later date. Apprentices on layoff, who retain recall rights, shall be eligible for all benefits set forth above.
- (h) **El Sub Plan: The Employer shall be responsible for the preauthorization/ registration of benefits payable through Human Resources Development Commission.**

B.02 SICK TIME:

An employee who reports sick during any day will receive one hundred percent (100%) of wages he would have earned at his classified rate of pay for his normal hours of work up to an accumulate three (3) days per year, with no carry forward from year to year. In addition, an attendance bonus of five hundred dollars (\$500.00) will be paid to any employee who has perfect full time attendance in each calendar year. There will be no pro-rate calculations for employees with partial year employment.

It is the responsibility of an employee to immediately notify his department supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.

Sick time shall not attract premiums.

LETTER OF UNDERSTANDING #1

Parts Department - Surrey

BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

- All shifts shall be awarded in accordance with seniority.
- No rotation - except for vacation coverage.

Monday to Friday - No rotation
7:30 a.m. to 4:00 p.m. (one partsperson)
9:30 a.m. to 6:00 p.m. (one partsperson)
11:30 a.m. to 8:00 p.m. (one partsperson)

Body Shop:
8:00 a.m. to 4:30 p.m. (one partsperson)

Tuesday to Saturday - 8:00 a.m. to 4:30 p.m. (one partsperson) Premium: \$1.00
- 11:30 a.m. to 8:00 p.m. (one partsperson) Premium: \$1.00

Sunday to Thursday - 8:30 a.m. to 5:00 p.m. (one partsperson) Premium \$1.50

- 4 consecutive days on/4 consecutive days off. These shifts shall rotate.

	Premiums
7:00 a.m. to 6:30 p.m.	= 11 hours paid \$1.00
9:00 a.m. to 8:30 p.m.	= 11 hours paid \$1.25
11:00 a.m. to 10:30 p.m.	= 11 hours paid \$1.25
8:00 p.m. to 7:00 a.m.	= 11 hours paid \$1.75

The following applies to the 4 x 4 shift:

1. The Company shall post vacancies on this schedule for four (4) weeks.
2. (a) There shall be a one-half hour (1/2) unpaid lunch break at mid-shift and three (3) fifteen (15) minute paid coffee breaks at two (2) hour intervals.

(b) There shall be a one-half hour (1/2) paid lunch break for the 8:00 p.m. to 7:00 a.m. shift.
3. Employees shall receive their normal hours of pay for sick days.
e.g. normal shift eleven (11) hours; then he is paid eleven (11) hours' sick pay.

4. Where an employee is requested to work overtime in conjunction with his 4 x 4 shift, the overtime shall be paid at double time rates. The Company shall pay employees called in on their regular days off at time and one-half up to an aggregate of four (4) hours in a week, thereafter; double time shall be paid. Worked Statutory Holidays do not apply to the four (4) hour aggregate.
5. Statutory Holidays:
 - (a) All Statutory Holidays shall be observed and eleven (11) hours, plus premiums, if applicable shall be paid for the Statutory.
 - (b) Statutory Holidays as set out in the Collective Agreement, except Christmas Day, Boxing Day, New Year's Day and Labour Day, may be worked provided there is one (1) month advance notice. The Company shall pay time and one-half for such worked Statutory Holidays plus eleven [11] hours stat pay; in addition, the Company shall give the employees a working day off at a time mutually agreed to, if requested.
 - (c) Where a Statutory Holiday falls outside an employees normal work week, he shall be paid eleven (11) hours (plus premiums as applicable) and the time off may be taken at a time mutually agreed to by the employee and the Company without pay.
6. This shift and attached schedule shall remain in effect for a minimum of ninety (90) days from commencement date. The Union and the Company may meet thereafter and make changes as mutually agreed upon.
7. All other terms and conditions of the Collective Agreement shall apply.

The following applies to the 8/12/12/8 shift:

This shift shall be voluntary for all present employees.

- (a) The Sunday shift shall be four (4) consecutive days - Friday, Saturday, Sunday and Monday.

The hours of work shall be:

	<u>Days</u>		<u>Nights</u>
Friday	7:30 a.m. - 4:00 p.m.	Friday	4:00 p.m. - 12:30 a.m.
Saturday	6:00 a.m. - 6:00 p.m.	Saturday	6:00 p.m. - 6:00 a.m.
Sunday	6:00 a.m. - 6:00 p.m.	Sunday	6:00 p.m. - 6:00 a.m.
Monday	7:30 a.m. - 4:00 p.m.	Monday	4:00 p.m. - 12:30 a.m.

Any change to the stated shift times within the one (1) hour variation shall only be made after thirty (30) days notice to the Union, failing which, the balance of shifts worked within the thirty (30) days on the altered shift shall attract a one dollar (\$1.00) per hour premium for all hours worked until the end of the thirty (30) day period.

Base Premiums shall be \$1.75 for all hours worked.

For those hours worked that would attract the second shift premium, the applicable current second shift premium shall be paid in addition to the base premium. For those hours worked after midnight, the applicable current third shift premium shall be paid in addition to the base premium.

- (b) For the twelve (12) hour shifts, there shall be two (2) thirty (30) minute paid lunch periods at four (4) hour intervals. There shall be three (3) fifteen (15) minute paid rest breaks at mid points between lunch breaks.
- (c) Volunteers shall have the opportunity to fill the Sunday Shift Schedule on the basis of seniority, qualifications and ability. Day shift preferences shall be allocated by seniority.
- (d) A volunteer shall give the Company four (4) weeks' notice when he wishes to return to the regular shift schedule except where a replacement is found in accordance with posting and seniority requirements.
- (e) The Company shall post vacancies on the Sunday Shift Schedule for four (4) weeks.
- (f) Where there are insufficient volunteers, then the Company shall hire new employees specifically for this Sunday Shift Schedule. Such new employees may be required to remain on this schedule until their seniority permits a shift change.
- (g) Statutory Holidays that fall on regular days off shall be observed on the last shift. Statutory Holidays that fall on working days shall be observed on those days. Statutory Holidays to be twelve (12) or eight (8) hours' pay and will attract appropriate shift premiums as the case may be.
- (h) Employees shall receive twelve (12) or eight (8) hours' pay, as the case may be, for sick days. Sick days shall not attract premiums.
- (i) The Company shall grant employees on this shift four (4) hours off with pay where a Union Vote is to be conducted on a Sunday.
- (j) This document may be reviewed at three (3) month intervals and any amendments shall be made as authorized by the undersigned.

Signed this _____ day of _____, **2005**.

FREIGHTLINER OF VANCOUVER LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Parts Drivers (Shifts) – 10 Hour Shift

- (a) Monday, Tuesday, Wednesday, Thursday
Wednesday, Thursday, Friday, Saturday

The hours of work shall be: 8:30 a.m. to 7:00 p.m.

- (b) See Letter of Understanding #5.
- (c) Employees on this shift shall receive ten (10) hours' pay for sick days.
- (d) There shall be a one-half (1/2) hour unpaid lunch break in the middle of the shift and three (3) paid coffee breaks.
- (e) Shift premium shall be one dollar (\$1.00) per hour for all hours worked.
- (f) Employees shall receive ten (10) hours' pay for all statutory holidays as per Article 10.01 while on the ten (10) hour shift.

Signed this _____ day of _____, **2005**.

FREIGHTLINER OF VANCOUVER LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: THREE DAY SCHEDULE (SERVICE DEPARTMENT)

This shift shall consist of three (3) consecutive days including day and night shifts as follows:

Day Shift:	1. Thursday, Friday, Saturday	7:30 a.m. to 7:30 p.m.
	2. Sunday, Monday, Tuesday	7:30 a.m. to 7:30 p.m.
Night Shift:	3. Thursday, Friday, Saturday	7:30 p.m. to 7:30 a.m.
	4. Sunday, Monday, Tuesday	7:30 p.m. to 7:30 a.m.

1. Those employees hired after March 10, 1996 who are on the 3 x 12 shift shall rotate on eight (8) week cycles.
2. The shifts shall not rotate.
3. See Letter of Understanding #5.
4. Volunteers shall have the opportunity to fill the three (3) day schedule on the basis of seniority and qualifications. Shift preferences shall be allocated by seniority.
5. The Company shall post vacancies on this schedule for four (4) weeks.
6. There shall be a one-half hour (1/2) paid lunch break at mid-shift and four (4) fifteen (15) minute coffee breaks at two (2) hour intervals.
7. Where an employee is requested to work overtime in conjunction with his twelve (12) hour shift, the overtime shall be paid at double time rates. The Company shall pay employees called in on their regular days off at time and one-half up to an aggregate of four (4) hours in a week, thereafter; double time shall be paid. Worked Statutory Holidays do not apply to the four (4) hour aggregate.
8. The afternoon shift premiums shall be one dollar (\$1.00) for which all hours are paid. The afternoon shift premium shall be paid on statutory holidays.
9. This schedule shall apply to the Surrey location.
10. Two (2) chargehands may be required to work both weekend days at the Surrey location only.

One Chargehand - Day Shift: Saturday, Sunday, Monday
7:30 a.m. to 7:30 p.m.

One Chargehand - Afternoon Shift: Friday, Saturday, Sunday
7:30 p.m. to 7:30 a.m.

11. Replacements on this schedule shall be on a voluntary basis, with the most senior employee to be given the vacant position. Where the opening is not filled by the posting procedure, then the Company may fill the vacancy with a new employee. Employees may not bump into this schedule except as provided in Article 8 Seniority.
12. Statutory Holidays:
- (a) All Statutory Holidays shall be observed and twelve (12) hours, plus premiums, if applicable shall be paid for the Statutory.
 - (b) Statutory Holidays as set out in the Collective Agreement, except Christmas Day, Boxing Day, New Year's Day and Labour Day, may be worked provided there is one (1) month advance notice. The Company shall pay time and one-half for such worked Statutory Holidays plus twelve [12] hours stat pay; in addition, the Company shall give the employees a working day off at a time mutually agreed to, if requested.
 - (c) Where a Statutory Holiday falls outside an employees normal work week, he shall be paid twelve (12) hours (plus premiums as applicable) and the time off may be taken at a time mutually agreed to by the employee and the Company.
13. Thirty-eight (38) hours shall be paid for thirty-six (36) hours worked. The two (2) hour shift differential shall not attract overtime. An employee who reports for work at the start of his regular three (3) day schedule shall be guaranteed full pay and benefits for the balance of the three (3) day schedule. If an employee of his own volition does not report for his regular shift or shifts, then his weekly minimum of three (3) shift pay base shall be reduced by subtracting the number of hours missed from base 36.

Such an employee's hourly rate shall be computed by dividing the employee's total pay for a regular full shift (38 hours x hourly rate) by the total normal hours of the shift (36 hours) multiplied by the actual hours worked.

e.g. missed one (1) shift of twelve (12) hours - day shift

$$\frac{38 \times \$23.73}{36} \times 24$$

Pension contributions shall be calculated by the above formula substituting pension rate (as per Article 18 of the collective agreement) for hourly rate.

14. 10 Hour Shift:
- (a) This shift shall apply to the Surrey location and shall be for day shift only -

Wednesday, Thursday, Friday, Saturday
Sunday, Monday, Tuesday, Wednesday
Monday, Tuesday, Thursday, Friday

The hours of work shall be:
7:30 a.m. to 6:00 p.m.
4:00 p.m. to 2:30 a.m.

- (b) See Letter of Understanding #9.
- (c) Volunteers shall have the opportunity to fill the ten (10) hour shift on the basis of seniority and qualifications.
- (d) The Company shall post vacancies on this schedule to four (4) weeks.
- (e) Employees on this shift shall receive ten (10) hours' pay for sick days.
- (f) There shall be one-half (1/2) hour unpaid lunch break in the middle of the shift and three (3) paid coffee breaks.

Note: There shall be one-half (1/2) hour paid lunch break for the 4:00 p.m. to 2:30 a.m. shift.

- (g) Shift premium shall be as Article 6.03 in the Collective Agreement.
 - (h) Employees shall receive ten (10) hours' pay for all Statutory Holidays as per 10.01 while on the ten (10) hour shift.
15. This Letter of Agreement may be cancelled by either party with thirty (30) days' written notice after it has been in place and applied for sixty (60) days.
 16. This shift and attached schedule shall remain in effect for a minimum of ninety (90) days from commencement date. The Union and the Company may meet thereafter and make changes as mutually agreed upon.
 17. Letter of Understanding #3 Sunday Shift Schedule shall be rendered invalid while this three (3) day schedule is in place.
 18. All other terms and conditions of the Collective Agreement shall apply.

Signed this _____ day of _____, 2005.

FREIGHTLINER OF VANCOUVER LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #4

BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: 3 & 4 DAY WORK WEEK 11 HR. ROTATIONAL SHIFT (Service dept. only)

1. These shifts shall rotate.
2. See Letter of Understanding #5.
3. Volunteers shall have the opportunity to fill the shift schedule on the basis of seniority and qualifications. Shift preferences shall be allocated by seniority.
4. The Company shall post vacancies on this schedule for four (4) weeks.
5. There shall be a one-half hour (1/2) unpaid lunch break at mid-shift and four (4) fifteen (15) minute paid coffee breaks at two (2) hour intervals.

There shall be a paid lunch for those shifts that start working 12:00 p.m. and later.

6. Employees shall receive eleven (11) hours' pay for sick days.
7. Where an employee is requested to work overtime in conjunction with his eleven (11) hour shift, the overtime shall be paid at double time rates. The Company shall pay employees called in on their regular days off at a time and one-half up to an aggregate of four (4) hours in a week, thereafter; double time shall be paid. Worked Statutory Holidays do not apply to the four (4) hour aggregate.
8. The premiums shall be as follows:

A	\$1.00 starting at 6:00am	C	\$1.50 starting at 4:00pm
B	\$1.25 starting at 11:00am	D	\$1.75 starting at 7:00pm

These premiums shall be paid on all Statutory Holidays and overtime.

Statutory Holidays:

- (a) All Statutory Holidays shall be observed and eleven (11) hours, plus premiums.
- (b) Statutory Holidays as set out in the Collective Agreement, except Christmas Day, Boxing Day, New Year's Day and Labour Day, may be worked provided there is one (1) month advance notice. The Company shall pay time and one-half for

such worked Statutory Holidays plus eleven (11) hours stat pay; in addition, the Company shall give the employees a working day off at a time mutually agreed to, if requested.

(c) Where a Statutory Holiday falls outside an employees normal work week, he shall be paid (11) hours (plus premiums as applicable) and the time off may be taken at a time mutually agreed to by the employee and the Company without pay.

10. This shift and attached schedule shall remain in effect for a minimum of ninety (90) days from commencement date. The Union and the Company may meet thereafter and make changes as mutually agreed upon.

11. All other terms and conditions of the Collective Agreement shall apply.

12. Make up Days

- Employees shall be entitled to **seventy-eight (78) optional make up hours** in a contract year at straight time.
- It shall be the responsibility of the employee to request to work a make up day.
- An employee can request to work between five (5) to eleven (11) hours on a make up day, starting and finishing at any time during normal business hours.
- The company cannot ask an employee to work a make up day.
- If an employee gives the company forty eight (48) hours notice for requesting a make up day, they will not be denied, provided another employee has not requested the same day and time period.

Signed this _____ day of _____, **2005**.

FREIGHTLINER OF VANCOUVER LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #5

BY AND BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: SHIFTS

The following conditions shall apply to all shifts.

- (a) All available shifts shall be posted and assigned by seniority.
- (b) If the Company cannot obtain sufficient volunteers to fill the requirements, then the most junior men in the required classification shall be required to work this shift.
- (c) It is agreed that there shall be a Shift Committee established to meet to discuss changes to any shifts.
 - The committee shall be comprised of 2 management personnel and 6 employees elected by the Union.
- (d) It is agreed that there shall be a Shift Resolution Committee established to resolve any disputes over staffing of shifts.
 - The committee shall be comprised of 2 management personnel and 2 employees from the Shift Committee appointed by the Union.
 - Should the company have a concern with the level of expertise on any particular shift then the Resolution Committee shall meet to discuss and resolve the concern.
 - The Shift Resolution Committee has the authority to assign employees to shifts.
 - If the Resolution Committee cannot resolve the concern then the matter shall be referred to the Shift Committee.
 - Should the concern still not be resolved then the matter may be dealt with through the Grievance Procedure.
- (e) There will be a one-hour variance to the start times of each shift and within each shift.

On the anniversary of the contract all available shifts will be reposted if requested by the Union.

Signed this _____ day of _____, **2005**.

FREIGHTLINER OF VANCOUVER LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #6

BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: ARTICLE 9.01, Vacations

The following employees shall be grandfathered and receive three (3) weeks' vacation after 2 years' service.

Bodyshop:

Jeffrey Platz
Greg Monro
Patrick Tracey
Greg Poitras
Craig George
John Golding

Service:

Dave Bourgeau
Mark Gazely
Harvinder Sidhu
Marty Williamson
Alex Abbot
Michael Schroeder
Upkar Singh
Sarandeep Taggar
Jasmail Braich
Chris Murray
Karl Martin

Parts:

Greg Andrews
Ronald Surette
Emil Kitka
Chris English
Roy Feldmann
Johannes Popken
Nathan St. Germain

Signed this _____ day of _____, **2005**.

FREIGHTLINER OF VANCOUVER LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #7

BETWEEN:

FREIGHTLINER OF VANCOUVER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: HEALTH & WELFARE

In addition to the current Health & Welfare coverage, the following changes shall be made to the policy.

January 1, 2005: Extended Health Care deductible will increase from twenty-five dollars (\$25.00) annually to fifty dollars (\$50.00) annually.

LTD Premium to be bonused onto employees' pay and deducted. (Non-taxable benefit.)

Weekly Disability: Increase weekly maximum to \$500.00.

Dental: Increase C coverage to 50% (\$2,000 per person).

New: Eye Glass Coverage: To cover employee and dependents up to two hundred dollars (\$200.00) every 24 months. Clarification: this is per family member.

Signed this _____ day of _____, 2005.

FREIGHTLINER OF VANCOUVER LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

