

AGREEMENT BETWEEN:

IRL TRUCK CENTRE LTD.
P.O. Box 456,
Vernon, B. C. V1T 6M4

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

Date: December 1, **2005** to November 30, **2009**

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THIS AGREEMENT entered into this 1st day of December, **2005**.

BETWEEN:

IRL TRUCK CENTRE LTD.
(hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

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

PARTY OF THE SECOND PART

WITNESSETH: That the parties hereto agree as follows:

ARTICLE 1: OBJECTS

The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise, to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2: DURATION

This Agreement shall be in full force and effect from and including **December 1, 2005** to and including **November 30, 2009**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date **November 30, 2009**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

The operation of Section 50 (2) (3) of the Labour Relations Code of British Columbia is hereby excluded.

ARTICLE 3: DEFINITION OF EMPLOYEE

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 Industrial Relations Council of British Columbia.

ARTICLE 4: BARGAINING AGENCY

- 4.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of IRL Truck Centre Ltd.
- 4.02. This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 4.03. Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company, whichever is shorter. Counting from the date he completes his probationary period, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee, at any time, cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union discharge such employee forthwith.
- 4.04. The Company shall deduct from each new employee an amount equal to the Union dues, from the employee's first payroll cheque after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest applicable checkoff, i.e., if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.

ARTICLE 5: HOURS OF WORK AND OVERTIME

5.01 MECHANICAL

- (a) Five (5) shifts Monday to Friday inclusive, and/or Tuesday to Saturday inclusive, shall constitute a regular week's work.
- (b) If a second shift is employed, the hours of work shall be eight (8) hours of work between the hours of 1:00 p.m. and 9:30 p.m. Monday through Friday for which eight (8) hours shall be paid and a shift premium of twenty cents (\$.20) shall be added to the classified hourly rate. If a third shift is employed, a shift premium of forty cents (\$.40) shall be added to the classified hourly rate.

- (c) Shop day shift shall have a minimum of one (1) hour lunch period at mid shift. Alternate shifts shall have a minimum of one-half (1/2) hour lunch period at mid shift.
- (d) The starting and stopping time on standard shifts as well as the meal period shall be mutually arranged by the Company and the Union, it being understood that the meal period shall be as near to mid shift as possible and not be less than one-half (1/2) hour.
- (e) The standard work day shall consist of eight (8) hours, and the standard work week shall consist of forty (40) hours on the first shift worked between the hours of 8:00 a.m. and 5:00 p.m.

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

- (f) All overtime, call-in pay, etc., shall be that as set out in the General Hours of Work provisions to apply to all employees.
- (g) The work week shall be a seven (7) day period commencing 12:00 a.m. Sunday and finishing at 12:00 midnight the following Saturday. Other periods of coverage may be established according to the requirements of the operation. In such cases the Company shall give the Union notice of the introduction of such schedule.

Where possible an employee's days off shall be consecutive.

Continuous and semi-continuous shift schedules shall not average more than forty (40) hours per week.

- (h) Mechanical Call Out

Monday to Sunday (Inclusive)

Two (2) hours minimum.

Work more than two (2) hours, actual hours worked thereafter, at the prevailing rate of pay.

General Holidays

A minimum of four (4) hours pay at the prevailing rate of pay, actual hours worked thereafter, at prevailing rate of pay.

5.02 ALL EMPLOYEES

- (a) The Company shall give the employee twenty-four (24) hours' notice prior to changing shifts.
- (b) It is intended that every employee should have eight (8) hours' rest between shifts. In the event that any employee is recalled to work before such eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

Clarification

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

- (c) Employees called in before their regular starting time shall be paid at the appropriate overtime rate for time worked prior to their regular starting time.
- (d) 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 as follows:
 - (i) Time and one-half (1 1/2) for the first three (3) hours after the regular shift and double time thereafter.

All overtime beyond eight (8) hours' overtime in one (1) calendar week shall be paid at double time.

- (ii) Double time for all hours worked on a Sunday, or 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.
- (e) (i) Daily eight (8) hours guarantee.

Mechanical employee reporting for work on his regular shift and commences work shall receive a minimum of eight (8) hours' pay at his regular rate.

- (ii) The provisions of this section shall not apply if an employee voluntarily quits or lays off, or is discharged for proper and sufficient cause.

- (f) Where an employee works through his regular established lunch period, such employee shall be allowed a minimum of one-half (1/2) hour time off to consume a meal with no lose of pay.
- (g) Employees involved in an accident while on the job shall receive eight (8) hours' pay at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practicable.
- (h) The Company will attempt to give an employee reasonable notice when requesting such employee to work overtime. It shall not be considered a violation of this Agreement if an employee refuses overtime or a call-out because of a previous personal commitment.
- (i) All field service between qualified employees shall be on a rotating basis where practical.
- (j) Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a six (6) minute unit basis. If an employee works any part of a six (6) minute unit he shall receive credit for time worked for that full six (6) minute unit.

If the Company has a time clock when an employee works overtime his time worked shall be calculated on a six (6) minute period depending on time clock calibrations. If an employee works any part of a six (6) minute unit, he shall receive credit for time worked for that full six (6) minute unit.
- (k) When employees are being worked on two (2) or more shift schedules, they may rotate shifts.
- (l) When an employee is required to work beyond ten (10) hours per day, a meal allowance to a maximum of seven dollars and fifty cents (\$7.50) shall be paid when accompanied by a valid receipt. The time allowed to consume such meal shall be no less than one-half (1/2) hour.

ARTICLE 6: MANAGEMENT RIGHTS

The Company retains and shall maintain and exercise all managerial authority and prerogatives, subject only to the express terms and provisions of this contract. Such functions shall include but not be limited to the right to: locate, extend, alter, curtail, or cease operations; determine the numbers and classifications of employees; hire, discharge, direct, retire, promote, demote, transfer, lay-off, suspend or discipline employees; assign work, determine job content and qualifications of employees; determine schedules, methods, processes and means of production; make, alter and enforce rules and regulations.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.01 The employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.
- 7.02 Grievance means any difference between the persons bound by this Agreement relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether this matter is arbitrable and shall include whether an employee has been disciplined or dismissed for just cause.
- 7.03 Should a grievance arise, there shall be no stoppage of work on account of such grievance and an earnest effort will be made to settle the grievance promptly in the following manner:
- (a) Step 1. Within fifteen (15) calendar days from the date of the incident prompting the grievance the employee shall discuss the matter with his service manager at **IRL Truck Centre Ltd.** with or without the presence of the Shop Steward at the employee's option.
 - (b) Step 2. If no settlement is reached at Step 1, the Union shall submit the grievance in writing to the Company President within seven (7) calendar days of the last discussion provided in Step 1. The Company President and the service manager shall meet with the grievor, the shop steward and/or the business representative of the Union within seven (7) calendar days of the receipt of the written grievance in an attempt to reach a satisfactory settlement of the grievance.
 - (c) Step 3. If settlement is not reached through the foregoing procedure, the grievance may be referred to **a single arbitrator**.
- 7.04 The Employer may submit a grievance in writing to the Union within twenty-five (25) calendar days from the date upon which the incident or circumstances giving rise to the grievance first occurred or arose. The Union shall reply giving its decision within thirty (30) calendar days of receipt of the grievance.

7.05 Arbitration Procedure

- (a) When either party has requested that the grievance be submitted to arbitration, they shall notify the other party of its nominee **as arbitrator**. The recipient of the notice shall within seven (7) calendar days notify the other party of its **agreement of the nominee or nominate another arbitrator and advise the first party**.
- (b) If the **parties fail to mutually agree to an arbitrator** within seven (7) calendar days, the Minister of Labour of the Province of British Columbia **shall be requested to appoint a single arbitrator**.
- (c) The **arbitrator** may determine **his** own procedure and shall sit, hear the parties and make **his** award within thirty (30) days of **the** last meeting. The **arbitrator** shall deliver **his** award in writing to each of the parties giving reasons for the decision and the award of the **arbitrator** shall be final and binding on all parties. **Such arbitrator must agree to the terms and conditions of the “Arbitrator’s Agreement” contained in this agreement as “Appendix A”**.
- (d) Should the parties disagree as to the meaning of the **arbitrator’s** decision, either party may resubmit the matter in dispute to the **arbitrator** for clarification. The **arbitrator’s** final award will consist of the original arbitration award and the clarifying award.
- (e) The **arbitrator** shall not have the power to change this Agreement or to alter, modify or amend any of its provisions, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement or to in any way modify, add to, or detract from any provision of this Agreement.
- (f) The time limits established for the arbitration procedure may be extended by mutual consent of both parties.
- (g) Each party shall pay the costs and expenses of the **arbitrator**.

ARTICLE 8: SENIORITY

- 8.01. The Employer shall publish a seniority list during the first week of January and the first week of July of each calendar year.
- 8.02. When a new employee is hired it is agreed that he shall be on probation for a period of sixty (60) calendar days and during this period seniority will not be applicable. When a probationary period is completed, seniority will commence from the date of hiring.

An employee re-entering the employ of the Company after his right to recall has expired shall not be subject to another probationary period.

- 8.03. The seniority list shall be posted on the premises, and copies of the seniority list shall be forwarded to the Union. Any objection to the accuracy of a posted seniority list must be lodged with the Employer in writing within thirty (30) days of the seniority list being posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes.
- 8.04. The Employer when laying off employees shall lay them off in reverse order of their seniority provided the senior employee has the necessary skills or qualifications to perform the duties required to satisfy the job classification to be retained.
- 8.05. When vacancies occur after lay-off, the Employer shall rehire laid-off employees according to their seniority, provided the employee to be recalled has the necessary skills or qualifications required for the position to be filled.
- 8.06. Should a customer request a particular employee to do specified jobs, the Union and the Employer agree that the Employer may waive the provisions of 3. and 4. regarding lay-off and recall.
- 8.07. Only those employees who have successfully completed their probationary period are entitled to claim the rights and benefits arising out of seniority as provided for in this Agreement.
- 8.08. Seniority shall commence from the first day of employment of each employee.
- 8.09. An employee will lose all his seniority rights where:
- (a) He is discharged for just and reasonable cause; or
 - (b) He voluntarily terminates his employment; or
 - (c)
 - (i) He is on lay-off for more than thirty (30) days where he has less than one (1) years seniority.
 - (ii) He is on lay-off for more than three (3) months where he has less than three (3) years seniority.
 - (iii) He is on lay-off for more than six (6) months where he has less than four (4) years seniority.
 - (d) He does not return to work within five (5) days in response to a recall from lay-off. This time limit may be extended by mutual agreement between the employee and the employer; or
 - (e) In order to qualify for (d) an employee must be working in a remote area or out of province; or

- (f) Employees on temporary lay-off of five (5) days or less who do not return to work within eight (8) hours in response to a recall from lay-off. This time limit can be extended by mutual agreement between the employee and the employer.

ARTICLE 9: VACATIONS

9.01. The Company shall give each employee an annual holiday which will be allocated on the basis of seniority and based on the following entitlements:

- (a) An employee shall receive two (2) weeks' vacation upon completing a term of one (1) year's service. He shall receive as vacation pay for each vacation period either eighty (80) hour's pay at his then applicable current rate or four percent (4%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.
- (b) Upon completing a term of **two (2)** years' service an employee shall receive three (3) weeks' vacation and each year thereafter. He shall receive as vacation pay for each vacation period either one hundred and twenty (120) hour's pay at his then applicable current rate or six percent (6%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.
- (c) Employees completing fifteen (15) years' of service shall receive four (4) weeks vacation and each year thereafter. He shall receive as vacation pay for each vacation period either one hundred and sixty (160) hours pay at his then applicable current rate or eight percent (8%) of his gross earnings for the work year immediately preceding the vacation period, whichever is greater.
- (d) Vacations shall be scheduled on a seniority basis up to March 31 of each year, after which time, vacations will be scheduled on a first come, first served basis.
- (d) The employee's scheduled vacation period shall not be changed unless mutually agreed between the Company and the employee concerned.
- (f) Eligibility for vacations shall be maintained, but not accumulated during absence;
 - (i) due to temporary illness or non-occupational accident exceeding twenty-six (26) weeks,
 - (ii) with authorized leave of absence,
 - (iii) due to lay-off without recall, for a period not to exceed twelve (12) calendar months.
- (g) Eligibility for vacations will be maintained and accumulated during absence due to:

- (i) a compensable accident,
- (ii) temporary illness or non-occupational accident not exceeding fifty-two (52) weeks.

ARTICLE 10: GENERAL HOLIDAY PAY

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 such holiday pay even if the holiday falls on a Saturday, Sunday or on an employee's weekly day off. The designated General Holidays shall be:

New Year's Day	Good Friday	Empire Day
Labour Day	Remembrance Day	Boxing Day
Dominion Day	Thanksgiving Day	Christmas Day
B. C. Day		

- 10.02. (a) The employee must have been on the payroll at least thirty (30) days prior to the General Holidays.
- (b) The employee must have earned wages or performed work on at least 15 of the 30 calendar days before the General Holiday occurs.
- 10.03. When a General Holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.

ARTICLE 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 classifications and applicable wage rates shall be those agreed upon and set out in Schedule "A", attached hereto, and forming part of this Agreement.

11.02 Payment of Wages

The Company shall pay to each employee on the 1st and 15th of every month all wages earned by the employee to a day not more than three (3) working days prior to the date of payment provided that if a General Holiday falls on the regular pay day, payment will be made the preceding day.

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

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

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.

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

ARTICLE 12: TRANSPORTATION AND EXPENSES

- 12.01 (a) Employees required to report for work outside the Vernon area who do not return daily, shall be paid all their transportation, accommodation and meal expenses. Miscellaneous receipted items will be paid for with acceptable explanation.
- (b) Travel time and waiting time during the employee's regular shift hours, will be paid at straight time. Travel time authorized by the Company or the customer, outside the employee's regular shift hours, will be paid for at time and one-half up to a maximum of eight (8) hours in any twenty-four (24) hour period. All travel time and waiting time on Saturday, Sunday and any General Holiday will be paid for a time and one-half to a maximum of eight (8) hours in any twenty-four (24) hour period.

All time spent driving or travelling in a motor vehicle to and from such job or jobs shall be considered as time worked.

- 12.02 In going to work off the Company property, starting time shall be calculated from the time the employee leaves the shop.

All time spent driving or travelling in a motor vehicle to and from such jobs shall be considered as time worked.

- 12.03 No employee vehicles shall be used for Company business. No Company vehicles shall be used for personal business.

ARTICLE 13: GENERAL PROVISIONS

- 13.01 An employee suffering injury while in the employ of the Company must report to the supervisors immediately, or as soon thereafter as practicable, and also report to that department on returning to work.
- 13.02 Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 13.03 Waterless hand cleaner shall be supplied at all designated washrooms covered by this Agreement.
- 13.04 Company to supply and clean at no cost to employees, one (1) pair of coveralls per day.
- 13.05 An employee shall be granted two (2) ten (10) minute breaks during the course of each shift - one in each half of the shift. An employee shall be granted a fifteen (15) minute break after each two (2) hours of overtime.
- 13.06 The Company shall exert best effort to ensure that all repairs are performed in the shop.
- 13.07 (a) The Union may select or appoint a Shop Steward or alternate to represent the employees and the Union shall notify the Company as to the name of such Shop Steward. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- (b) When the Company, for any reason, find it necessary to terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.
- (c) **Upon a prior phone call to the service manager, or in his absence, the general manager**, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that Agreement is being adhered to in the operation.
- (d) Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.
- 13.08 Standby Time

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

13.09 Employees completing his driver's tests required by the employee for actual employment with the Company, or doctor's examinations in connection therewith, shall be paid for by the Company at the rate of pay applicable to said employee.

13.10 Tool Insurance

Insurance Company will provide coverage to a maximum of \$150,000.00 with a \$250.00 deductible.

Field mechanics will have lost tools replaced. All mechanics must provide an up-to-date tool list including brand names once a year to the Employer.

13.11 Sub-Contracting

The Company reserves the rights to sub-contract out shop bays or areas for customers or company work - company work to be paid on a contract basis, with contractor.

13.12 Leave of Absence

- (a) (i) The Company shall allow time off work without pay for any employee who is serving on a Union committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of this business. Union to give Company forty-eight (48) hours notice.
- (ii) No employee who acts within the scope of this sub-section shall lost his job or be discriminated against for so acting unless improper notice is given.
- (b) When an employee suffers an injury, whether on the job or not or suffers from any illness preventing him from reporting to work he will notify the employer at which time he will automatically be granted leave of absence until such time as his doctor states he can return to work. Employees must report to their supervisor when returning to work, failing to do so will result in disciplinary action.
- (c) 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.
- (d) In any instance where an employee accepts other employment without the consent of management, his employment will be terminated, subject to proper proof of same.

13.13 Union Notices

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purposes 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:
 - (i) Seniority List;
 - (ii) Copy of this Agreement;
 - (iii) Welfare Plan Provisions.

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

13.14 Technological or Procedure Changes

- (a) A collective agreement entered after this Act comes into force shall contain provisions for final and conclusive settlement without stoppage of work, by arbitration or another method agreed to by the parties, of all disputes relating to adjustment to technological change.
- (b) An employer who is bound by a collective agreement and who proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of his employees to whom the collective agreement applies shall give notice of the technological change to the bargaining agent bound by the collective agreement at least ninety (90) days before the date on which the technological change is to be effected.
- (c) A notice given under sub-section (b) shall be in writing and shall state:
 - (i) the nature of the technological change,
 - (ii) the date on which the employer proposes to effect the technological change, and
 - (iii) the approximate number and type of employees likely to be affected by the technological change.
- (d) This section does not apply to an employer and a bargaining agent who are bound by a collective agreement where the collective agreement contains provisions that:
 - (i) are intended to assist employees affected by a technological change to adjust to the effects of the technological change, and

- (ii) specify that this section does not apply, during the term of the collective agreement, to the employer and the bargaining agent.

(e) Provisions ordered by minister:

Where a collective agreement does not contain provisions for adjustment to technological change, the minister may, after considering the report of a persons appointed by him to investigate the matter, by order, make provisions for that purpose. They shall be deemed terms of the collective agreement and binding on all persons bound by the agreement.

(f) Introduction of technological change:

- (a) (i) Where an employer introduces or intends to introduce a technological change that
 - (ii) affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies; and
 - (iii) alters significantly the basis on which a collective agreement was negotiated.

either party may refer the matter to an arbitration board under the collective agreement, or pursuant to Part 6.

- (b) The arbitration board shall decide whether the employer has introduced or intends to introduce a technological change, and on deciding that the employer has or intends to do so, the arbitration board:

- (i) shall immediately inform the minister of its finding; and
- (ii) may, then or later, order one or more of the following:
 - (a) that the change be made in accordance with the collective agreement unless the change alters significantly the basis on which the collective agreement was negotiated;
 - (b) that the employer will not proceed with the technological change for a period, not exceeding ninety (90) days, the arbitration board considers appropriate;
 - (c) that the employer reinstate an employee displaced by the technological change; and
 - (d) that the employer pay that employee compensation for his displacement as the arbitration board considers reasonable.

(c) An order made under this section binds all persons bound by the collective agreement.

(g) Order of Board:

- (i) The arbitration board under section 76 (l),(f) (i), may recommend the minister appoint a special officer under Part 7 to resolve the matter, or, with the written consent of the minister, may order that the parties commence collective bargaining on a date set by the arbitration board for the purposes of revising the provisions of the collective agreement relating to terms, conditions or security of employment, or including new provisions relating to those matters, in order to assist the parties affected by the technological change to adjust to its effects.
- (ii) Section 79 does not apply to a collective agreement where the arbitration board, under this section, has ordered the parties to commence collective bargaining.

(h) In Sections 74 to 77, ((a) to (g))

"arbitration board" means a board of arbitration established under a collective agreement and includes a single arbitrator;

"collective agreement", except in section 74, ((a)), means a collective agreement entered into before or after the coming into force of this Act;

"technological change" means

- (i) the introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
- (ii) change in the manner, method or procedure in which the employer carries on his work, undertaking or business that is related to the introduction of that equipment or material.

but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

13.15 Training

The Company agrees to encourage its employees to upgrade their skills by providing access to training programs and as well work experience in the areas being upgraded. As far as is practical, the Company further agrees to give the employees equal opportunity to upgrade at the discretion of management.

The Company agrees to the reimbursement of course fees to an employee when he is improving or upgrading himself in his line of work. The cost of Tradesman Qualifications Exams shall also apply. In order to qualify for reimbursement, the employee must receive approval from the Company in advance of taking the course and must successfully complete the course.

All reference material, tools or equipment obtained during such a course shall remain the property of the employer.

13.16 Bereavement Leave

If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, grandparents and spouse's grandparents.

Unpaid days of leave of absence shall be granted when requested by the employee.

13.17 Dismissed or Improper Charges

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

13.18 Article Headings

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

13.19 Truck Maintenance and Safety

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

- (a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (b) The Company shall supply a fire extinguisher and an adequate First Aid Kit for each service vehicle.
- (c) It is agreed that a Safety Committee will be formed consisting of at least one (1) member of the bargaining unit and representative of the Company as required. The frequency of safety meetings will be decided by the Committee but in no case will they be held less often than once a month. Failure of the Company to respond positively to the legitimate safety concerns of the employees will be considered a breach of the intent of this Article of the collective agreement and give cause for grievance.

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident, shall be at the expense of the Employer.

- 13.20 (a) The Company will provide rubber clothes for steam cleaning and washing, welders' gloves and welders' aprons as a tool crib item for shop and yard use. Hard hats will be issued by the Company for job use where required.
- (b) The company agrees to provide a list of safety equipment.

13.21 Severance and Layoff Pay

After six (6) months of employment, two (2) weeks written notice of termination or two (2) weeks wages in lieu of notice. Upon completion of three (3) years employment the amount of notice or pay in lieu is increased to three (3) weeks and an additional week of notice or pay in lieu is added for each additional year of employment up to eight (8) years. The maximum requirement is eight (8) weeks of written notice or pay in lieu upon completion of eight (8) years employment.

13.22 Health and Welfare

- A) The Company shall provide and maintain the following coverage for its employees, at no cost to such employees, with the exception of Weekly Indemnity coverage. A copy of the full plan shall be attached to this agreement as Appendix "C".**
- i) Medical - B.C. Medical Plan**
 - ii) Life Insurance:**

- a) **Group Life - 2 times annual earnings to \$125,000.**
 - b) **Basic Accidental, Death and Dismemberment - 2 times annual earnings to \$125,000.**
 - c) **Dependent Life - \$2,000/spouse- \$1,000/child**
- iii) **Short and Long Term Disability:**
- a) **Short Term Disability - 70% of gross weekly earnings to weekly maximum (\$500.00)**
 - b) **Long Term Disability - 66 2/3% of gross monthly earnings to a maximum benefit of \$2500/month.**

B) Extended Health and Dental:

For the year ending February 28, 2006, the Company shall contribute, per month, for each employee, fifty one dollars and seventy nine cents (\$51.79) for single employees and one-hundred and thirty seven dollars and eighteen cents (\$137.18) for family employees towards Extended Health and Dental Benefits. Each employee may choose the Extended Health and Dental benefits they desire from the options outlined as attached as Appendix "B". If the cost of the choices selected is less than the Company's contribution amount (see above) the employee shall receive the difference in taxable income. If the cost of the choices selected exceeds the Company's contribution amount, the difference shall be deducted from the employee's pay.

The Company contribution amount shall be increased to fifty-three dollars and eighty eight cents (\$53.88) for single and one-hundred and forty-two dollars and seventy-two cents (\$142.72) for family, for the year ending February 28, 2007; and further, a minimum of four percent (4%) in each of the years ending February 29, 2008 and February 28, 2009.

- C) When an employee goes on W.C.B. his/her benefit premiums and contributions to Extended Health and Dental shall be paid for the first six (6) months from the date of the injury by the Company and if the employee so wishes, he shall be entitled to self pay the premiums for a further eighteen (18) months, for a total of two (2) years coverage.**

13.23 The Company agrees to pay all costs of upgrading courses and Tradesman Qualification Exams for those employees who complete the course provided the course is approved by the Company.

13.24 It is agreed that the Employer will post upgrading courses available on the bulletin board for all employees to peruse.

13.25 Job Postings

- (a) The job posting procedure shall apply to job openings, new positions, promotions and transfers.
- (b)
 - (i) All job postings, except as described in 10.03 below, shall be posted in a conspicuous place for five (5) days. If no applications are received the job may be filled by hiring a new employee.
 - (ii) The posting shall indicate the classification, shift schedule and pay for the opening.
- (c) Short term assignments not subject to job posting shall be those not exceeding thirty (30) calendar days.
- (d) If an employee is not at work for the following reasons when a job is posted, and the Company has not been able to contact him at the time of posting he may apply for the job if he does so within three (3) working days of his return to work and is informed of the position availability.
 - (i) Vacation,
 - (ii) Authorized leave of absence not exceeding thirty (30) days,
 - (iii) Absence resulting from an accident or illness not exceeding thirty (30) days.
- (e) The job shall be given to the most senior applicant covered by the seniority list providing the employee is capable of performing the available work.
- (f) In the event an employee is re-assigned in accordance with the provisions of this Article and within thirty (30) days of such re-assignment, the employee is not capably performing the job or if the employee wishes to do so, he shall revert to his immediate previous job.
- (g) The name of the successful applicant shall be posted no later than five (5) days after the job has been awarded.

- (h) For the purpose of this Collective Agreement the term "capable" shall be defined as an employee's capability to perform the job competently without additional training. In cases of lay offs and recall this shall not preclude a brief (up to one (1) week), re-familiarization period for employees who have been away from a job for a period of time.

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

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

13.26 Boot Allowance: Employees with twelve (12) months service on January 1st shall be eligible to receive each calendar year, upon presentation of a receipt, a Safety Boot Allowance of up to **one hundred and fifty dollars (\$150.00)** for the purchase or repair of Workers' Compensation Board approval boots.

ARTICLE 14: PENSION PLAN

14.01 The Company shall make contributions at the rate of two dollars and thirty two cents (\$2.32) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the International Union of Operating Engineers, Local 115 Pension Plan.

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

Contributions must be forwarded by the Company to the International Union of Operating Engineers, Local 115 Pension Plan by the 15th day of the month following that which contributions cover.

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

The Pension contribution will not apply to general holidays.

The Pension Plan and its provisions apply to all current and future employees covered by this Agreement.

14.02 The employees shall receive the appropriate overtime premium and holiday pay on the “total package” amount (i.e. \$27.55 at 1 ½ x’s equals \$41.33). From this “total package” amount will be deducted the Pension contribution (i.e. \$2.32), additionally the appropriate holiday pay (i.e. 4%) will be paid on the “total package”, plus overtime if applicable. The “total package” amount is the classification hourly rate of pay plus the company contributed pension amount. The pension remittance is still a company contribution and is pre-tax dollars.

14.03 RRSP Plan

- a) “This is an optional RRSP Plan which the employee may join upon employment or upon the first of any subsequent month. The employee contributes a maximum four percent (4%) of basic earnings (classification rate of pay times 2080 hours) through twenty-six (26) payroll deductions.
- b) The company shall contribute according to years of service as of January 1st of each year as follows:
 - Up to 1 year - no company contribution
 - 1 to 2 years – company contributions 10%
 - 3 to 5 years – company contributions 20%
 - 6 to 10 years – company contributions 50%
 - 11 to 15 years – company contributes 75%
 - 16 years and over – company contributes 100% (Full Matching)
- c) The contributions shall be directed to each employee’s self-directed RRSP plan which each employee shall set up through the company’s financial institution (bank).

SIGNED AT _____ B. C., this ____ day of _____ 200__.

IRL TRUCK CENTRE LTD.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

SCHEDULE "A"

DATES	LEVEL ONE	LEVEL TWO	LEVEL THREE
	Certified Heavy Duty or Commercial Transport Mechanic Class I with Air Motor Vehicle Inspection Engine and Gear Experience Dealer and Vendor Training	Certified Heavy Duty, Commercial Transport or Automotive Mechanic A/C Experience, Welding, Electronic Training, Alternate Fuels, Class 1 with Air	Non-Certified with Mechanical Experience Special Abilities (Welding, Fabricating, etc.) Class 3 or Better
Dec.1/05	\$25.92	\$23.79	\$22.43
June 1/06	\$26.63	\$24.44	\$23.05
Dec. 1/06	\$27.35	\$25.11	\$23.68
June 1/07	\$28.09	\$25.80	\$24.33
Dec. 1/07	\$28.85	\$26.50	\$25.00
June 1/08	\$29.63	\$27.19	\$25.68
Dec. 1/08	\$30.43	\$27.93	\$26.38
June 1/09	\$31.25	\$28.69	\$27.10

APPRENTICES

All apprentices employed by the company shall be indentured to the Operating Engineer's Apprenticeship Plan in accordance with the provisions of the Operating Engineer's Apprenticeship Plan.

Apprentices shall be paid in accordance with the following:

<u>Months</u>	<u>Percentage of Level One Rate</u>
0 - 6	50%
7 - 12	55%
13 - 18	60%
19 - 24	65%
25 - 30	70%
31 - 36	75%
37 - 42	80%
43 - 48	90%

or any such rates as set by the Province of British Columbia, Ministry of Advanced Education, Training & Technology Skills Development Division in their Apprenticeship Act, whichever is greater.

LETTER OF UNDERSTANDING # 1

BETWEEN: IRL TRUCK CENTRE LTD.
(Hereinafter referred to as “The Company”)

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115
(Hereinafter referred to as “The Union”)

The Parties hereby agree that the following provisions shall govern the establishment and operation of a third shift running from Thursday through to and including Monday.

- 1) All current employees shall be offered first choice, in seniority order, of taking this shift.
- 2) If no current employee chooses this shift new staff shall be hired exclusively for this shift.
- 3) All terms and conditions of the Collective Agreement shall remain in full force and effect.

The Parties agree that this Letter of Understanding forms part of the existing Collective Agreement between the parties.

SIGNED this _____ day of _____, 200__.

For the Company

For the Union

LETTER OF UNDERSTANDING # 2

BETWEEN: I.R.L. TRUCK CENTRE LTD.
(Hereinafter known as the "Company")

AND: I.U.O.E., LOCAL 115
(Hereinafter known as the "Union")

RE: **TRAINING**

The parties recognize and agree with the principle of upgrading and training and hereby commit to the following:

1. The Company shall annually establish a training plan. The amount and the type of training will be determined by the Company in accordance with the Company's resources and requirements.
2. Training will be allocated as follows:
 - a. Firstly in recognition of any mandatory OEM requirements..
 - b. Secondly in recognition of the need for normal upgrading to maintain the Company's capability in a particular specialty.
 - c. Thirdly provide training either "in-house" or "out" to all other employees keeping in mind the future needs of the Company and the individual capabilities of the employees.
3. The Parties recognize the need for co-operation to ensure the viability of a training program and shall review the program on a regular basis.
4. This letter shall be subject to cancellation by thirty (30) days written notice of one (1) party to the other.

SIGNED this _____ day of _____ 200__.

(for the Company)

(for the Union)

LETTER OF UNDERSTANDING # 3

Between:

IRL Truck Center Ltd.

And:

International Union of Operating Engineers, Local 115

The parties hereby agree the following shall be an optional shift schedule the company may implement at their sole discretion:

- 1) The daily hours of work shall be twelve (12) hours within twelve and one-half (12 ½) consecutive hours (7:30 am to 8:00 pm).
- 2) The weekly shift schedule shall be three (3) consecutive days on duty followed by four (4) consecutive days off duty. The off duty days shall include Sunday which is not a normal work day.
- 3) Employees shall be given the opportunity to make up the eight (8) hour, per pay period, shortfall at straight time.
- 4) Shifts shall rotate on a monthly basis, except for leadhands, who shall mutually agree on a rotation.
- 5) There shall be no shift differential paid for these shifts.
- 6) Employees shall receive twelve (12) hours pay for each General Holiday.
- 7) The employees shall receive three (3) paid fifteen (15) minute coffee breaks, a paid twenty (20) minute meal break and an unpaid thirty (30) minute meal break on each shift.
- 8) There shall be an individual employee rotation so that employees have the opportunity to work with every other employee. This individual rotation shall mean that every two (2) months the employee concerned shall have three (3) days on duty, followed by one (1) day off, followed by three (3) days on duty, followed by seven (7) days off duty and thereafter resume the regular three (3) on followed by four (4) off.

Signed this ____ day of _____, 2005

For the Company

For the Union