

COLLECTIVE AGREEMENT

BETWEEN

CUMMINS WESTERN CANADA

AND

TEAMSTERS LOCAL UNION No. 213

May 1st, 2005 - April 30th, 2008

**DON MCGILL
Secretary-Treasurer**

TABLE OF CONTENTS
CUMMINS WESTERN CANADA

ARTICLE	PAGE
ARTICLE 1. GENERAL PURPOSE	<u>1</u>
ARTICLE 2. DURATION	<u>1</u>
ARTICLE 3. DEFINITION OF EMPLOYEE	<u>1</u>
ARTICLE 4. BARGAINING AGENCY AND DEFINITION	<u>2</u>
ARTICLE 5. HOURS OF WORK AND OVERTIME.....	<u>2</u>
ARTICLE 6. MANAGEMENT RIGHTS	<u>9</u>
ARTICLE 7. GRIEVANCE PROCEDURE	<u>9</u>
ARTICLE 8. SENIORITY.....	<u>11</u>
ARTICLE 9. VACATIONS	<u>12</u>
ARTICLE 10. GENERAL HOLIDAYS	<u>15</u>
ARTICLE 11. WAGES	<u>16</u>
ARTICLE 12. TRAVEL INSURANCE	<u>17</u>
ARTICLE 13. WORKING CONDITIONS	<u>18</u>
ARTICLE 14. MOONLIGHTING	<u>18</u>
ARTICLE 15. SUB-CONTRACTING	<u>19</u>
ARTICLE 16. SHOP STEWARDS.....	<u>19</u>
ARTICLE 17. PROTECTION OF RIGHTS	<u>19</u>
ARTICLE 18. ARTICLE HEADINGS	<u>19</u>
ARTICLE 19. TRUCK MAINTENANCE AND SAFETY	<u>19</u>
ARTICLE 20. BONDING	<u>20</u>
ARTICLE 21. LEAVE OF ABSENCE.....	<u>20</u>
ARTICLE 22. UNION NOTICES	<u>21</u>

ARTICLE 23. TECHNOLOGICAL OR PROCEDURE CHANGES.....	21
ARTICLE 24. JOB POSTING	21
ARTICLE 25. BEREAVEMENT LEAVE.....	21
ARTICLE 26. JURY DUTY	22
ARTICLE 27. DISMISSED OR IMPROPER CHARGES	22
ARTICLE 28. SAVINGS CLAUSE	22
ARTICLE 29. WORK CLOTHES	23
ARTICLE 30. SAFETY REPORTS.....	23
ARTICLE 31. GENERAL PROVISIONS.....	23
ARTICLE 32. UNION/MANAGEMENT JOINT CONSULTATION.....	27
ARTICLE 33. STANDBY	27
SIGNATORY PAGE	28
APPENDIX "A"	29
LETTER OF UNDERSTANDING No. 1	32
LETTER OF UNDERSTANDING No. 2.....	33

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 Labour Relations Board of British Columbia. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

ARTICLE 4. BARGAINING AGENCY AND DEFINITION

Section 1.

The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of Cummins British Columbia, employed at the address(es) set out in the Certificate of Bargaining Authority, and at any other premises opened or taken over by the Company in British Columbia.

Section 2.

This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors, and assigns and on each employee.

Section 3.

The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Department of Labour of the Province of British Columbia must become members of the Union.

Section 4.

All employees of the Company who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Department of Labour of the Province of British Columbia shall pay the Union, as a condition of employment, dues and initiation fees by payroll deduction, as may from time to time be established by the Union for its members, in accordance with its Constitution and/or By-Laws.

Section 5.

Notwithstanding the provisions of Article 4, Section 4, preceding, the Company shall deduct from each new employee an amount equal to the Union dues, from the employee's first payroll cheque, and add that employee's name and the said amount to the closest applicable checkoff; i.e. if the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.

Section 6.

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 opportunity to provide the Company with suitable applicants.

ARTICLE 5. HOURS OF WORK AND OVERTIME

Section 1.

The standard work day shall consist of eight (8) hours. The standard work week shall consist of forty (40) hours. Graveyard shift shall lead off at 12:01 A.M. Monday.

Section 2.

If a second shift is employed, the hours of work shall be seven and one-half (7½) hours of work for which eight (8) hours will be paid and a shift premium of sixty-five cents (65¢) shall be added on the classified hourly rate. Effective December 13, 2005, if a second shift is employed, the hours of work shall be seven and one-half (7½) hours of work for which eight (8) hours will be paid and a shift premium of seventy-five cents (75¢) shall be added on to the classified hourly rate

Section 3.

If a third shift is employed, the hours of work shall be seven (7) hours of work for which eight (8) hours shall be paid and a shift premium of seventy-five cents (75¢) shall be added on to the classified hourly rate. Effective December 13, 2005, if a third shift is employed, the hours of work shall be seven (7) hours of work for which eight (8) hours shall be paid and a shift premium of eighty cents (80¢) shall be added on to the classified hourly rate.

Section 4.

Any shift which commences from 7:00 A.M. but not later than 9:00 A.M. shall be considered a day shift. A shift commencing after 9:00 A.M. and prior to 6:00 P.M. shall be considered an afternoon shift. Any shift commencing after 6:00 P.M. and prior to 7:00 A.M. shall be considered a third or graveyard shift.

Shifts may be arranged on a Monday to Friday or a Tuesday to Saturday basis.

Employees on a Tuesday to Saturday schedule will receive a premium of sixty cents (60¢) per hour. Effective December 13, 2005, employees on a Tuesday to Saturday schedule will receive a premium of seventy cents (70¢) per hour.

The provisions of Sections 2 and 3 above will apply when second and third shifts are instituted.

Section 5. Clarification of Tuesday to Saturday Work Week

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

Where the Employer has to appoint employees to this shift, any one (1) period of service shall not exceed thirty (30) days.

- (b) The standard work week shall consist of forty (40) hours on day shift, Tuesday to Saturday inclusive. Sundays and Mondays shall be regular days off for this shift, and any work performed on these days off shall be paid at overtime rates as provided in this Agreement.

NOTE:

Tuesday to Saturday work week: Sunday and Monday being regular days off, any General Holiday falling on or celebrated on these days off shall be celebrated on Tuesdays. All General Holiday payment provisions contained in this Agreement shall be applicable to this Tuesday General Holiday.

Section 6.

Each Department shift shall have a half ($\frac{1}{2}$) hour lunch period at midshift. However, 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 not be less than thirty (30) minutes.

Section 7.

The Company shall give the employee twenty-four (24) hours notice prior to changing of shifts.

Section 8.

When it is necessary for an employee to be transferred from one (1) shift to another shift, said shifts will continue for a minimum of one (1) normal working day, or the overtime rates as provided for in this Agreement will apply.

Section 9.

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

Section 10.

- (a) An employee reporting for work on his/her regular shift shall receive a minimum of eight (8) hours pay at his/her regular rate.

- (b) An employee who reports for work at the start of the standard work week shall be guaranteed full pay for the balance of the standard work week less any time deducted for being late. An employee recalled from layoff at any time during the standard work week shall be guaranteed full pay for a minimum of two (2) days.

In any week in which a General Holiday falls, employees will not receive more than five (5) days pay, unless such General Holiday falls on a non-working day as set out in Article 10, Section 1 or if the employee works on such General Holiday.

If an employee of his/her own volition does not report for his/her regular shift or shifts, then his/her weekly minimum five (5) day shift pay base shall be reduced to the number received by subtracting the number of shifts missed from base 5.

Subject to the daily pay guarantees of this Agreement, any new employee during his/her first twenty-two (22) days actually worked, or part thereof, or any employee who is unable to start or to complete the work week because of sickness or accident shall only receive pay for the days worked.

Notice of layoffs shall be given on Wednesday or earlier, effective for the following Monday.

Section 11.

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

Clarification:

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

Section 12.

- (a) Employees called in before their regular starting time shall be paid at the double time rate for time worked prior to their regular starting time.
- (b) Employees called back to work after their regular shift shall receive a minimum of four (4) hours pay at the prevailing overtime rates.
- (c) Employees called in to work on a Saturday (except as provided for in Section 4 herein), Sunday or General Holiday shall receive a minimum of four (4) hours pay at double time rates.

NOTE:

Hours worked in excess of the above guarantee shall also be paid at double time rates.

Section 13.

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:

- (a) All overtime shall be paid at double rate for the first five (5) days of the work week.
- (b) Double time for all hours worked on a Saturday (except as provided for in Section 4 herein) or Sundays or on any General Holiday provided for in this Agreement, or day observed as such under the terms of this Agreement shall be considered overtime and shall be paid for at double time rates. This double time is in addition to any General Holiday pay an employee may be entitled to under other provisions of this Agreement.

Section 14.

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

Section 15.

Where an employee, at the request of the Company, performs work at overtime rates, such time will be considered overtime only and will not be included in the computation of his/her daily guarantee as provided under this Agreement.

Section 16.

Employees involved in an accident while on the job shall receive eight (8) hours pay at his/her 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/she has received on the job, he/she shall be paid for such time off provided a doctor's letter or note is supplied and he/she returns to complete the day's work, if practicable.

Section 17.

- (a) All overtime shall be on a voluntary basis.
- (b) In an emergency situation if all employees refuse to work the overtime then the junior employee capable of doing the work shall work the overtime. This provision shall only apply to Surrey on the afternoon shift and Saturdays.

Section 18.

When an employee works overtime, his/her time worked shall be calculated on a six (6) minute period. If an employee works any part of a six (6) minute unit, he/she shall receive credit for time worked for that full six (6) minute unit.

Section 19.

All shifts to be on a rotation basis unless an employee requests to stay on an afternoon or graveyard shift. Subject to Article 5, Section 21.

Section 20.

- (a) Employees working eight (8) hour shifts who work beyond ten (10) hours per day, ten (10) hour shifts who work beyond twelve (12) hours per day and twelve (12) hours shifts who work beyond fourteen (14) hours per day shall receive a maximum of one-half ($\frac{1}{2}$) hours' pay for time off to eat a meal, and beyond each four (4) hours thereafter. Further to this, if an employee feels that he requires additional time off, he will request such additional time from the Foreman and if the request is reasonable the Foreman shall grant same. This break shall occur at the regular meal hour.
- (b) The Company shall pay the cost of such a meal subject to the following conditions. The meal allowance for the Greater Vancouver area will be a maximum of fifteen dollars (\$15.00) for meals, and in the areas outside Greater Vancouver the employees will buy a meal at the going rate of the area involved and be reimbursed for the cost. In all cases receipts shall be obtained and turned into the Company with the amounts being justified by the prices in the area involved.

For the purposes of this agreement a meal shall be defined as food which is purchased for an employee's consumption at the time of purchase.

Section 21.

Those employees considered "Day Shift Parts Employees" as of May 1st, 1994 will not be required to work the evening, graveyard, or Tuesday to Saturday shift unless they so choose.

Section 22. Call-outs

On call-outs, to fill any emergency parts work, the employee required to perform this work shall be guaranteed a minimum of two (2) hours pay at double time rates and shall only be required to perform the work called out for. If such time exceeds two (2) hours, he/she receives double time for the time worked.

Section 23. Banking Overtime

Banked Overtime Option

- (a) A minimum of one-half ($\frac{1}{2}$) hour of overtime must be worked in order to bank overtime.
- (b) Each employee must pick an option for the banking of overtime for six (6) month intervals. The options are as follows:
 - (i) Overtime hours may be paid in wages at the applicable overtime rates; or

- (ii) Overtime hours may be split, with the employee taking straight time pay for each overtime hour worked and banking the remainder to the maximum provided herein.
- (iii) Overtime hours may be banked to the maximum provided for in this Article.

Maximum Banked Time

- (a) Each employee shall be entitled to bank a maximum of forty (40) straight time hours per year, to be taken as paid time off on a scheduled basis.
- (b) All banked overtime in excess of the maximum will be added to the employee's bank for volunteered or required time off.

Scheduled Time Off

- (a) Scheduled time off must be taken at times acceptable to the Company and the employee. The Company cannot unreasonably withhold approval from the schedule requested by an employee.
- (b) A Vacation Planning Schedule shall be posted in each Department and/or Branch for employees to schedule banked overtime off. The allotment of vacation time shall take precedence over banked overtime. The number of employees off on vacation and banked overtime shall not exceed the established number of employees entitled to be off on vacation at any one (1) time in a Department and/or Branch.
- (c) Once time off has been scheduled, it cannot be changed without thirty (30) days notice by either the employee or the Company, except by mutual consent of the parties involved.
- (d) In the event that two (2) or more employees attempt to schedule the same dates for time off, any conflict shall be resolved on a seniority basis within Departments. However, once an employee has scheduled time off, that schedule cannot be altered by a more senior employee.

Volunteered or Designated Time Off

- (a) Each employee shall be entitled to bank overtime hours in addition to the forty (40) hours provided for above. These additional hours must be taken during slack time or lay off periods when the Company determines that a reduction in the number of employees is required.
- (b) When a reduction in the number of employees is required, the Company will first provide the employees who have banked time the choice to volunteer to take time off. If there are no volunteers, or if further reductions are still required, the Company can then require employees with banked time to take such time off. The employees who are required to take banked time off will be designated in order of lowest seniority.

- (c) Within a Department in Surrey, or within any other Branch other than Surrey, all banked time must be taken before the Company utilizes the layoff provisions of the Agreement.
- (d) All time off under this provision will be in minimum blocks of eight (8) hours and the time off is counted as being part of the guaranteed paid time.

Limitations on Banked Overtime

- (a) Banked overtime hours may be taken as sick time, with the prior approval of the Company.
- (b) Banked overtime can be accumulated, but not taken, while on temporary transfer.

Rebanking

Each employee is limited to forty (40) hours of banked overtime to be banked for scheduled time off in each year. Once the forty (40) hours of scheduled time off has been banked, no additional scheduled banked overtime hours may be accumulated.

Straight Time Banking

All hours banked are on the basis of the employee's straight time pay rate. Any differentials or premiums applicable to the overtime hours worked will be paid to the employee on the pay cheque for the period during which the overtime hours were actually worked.

Payout Rates

The employee will receive his/her current rate of pay at the time that he/she uses banked time off, not the rate of pay which was applicable at the time the overtime was banked.

Overdrafts Prohibited

An employee cannot create an overdraft by drawing more time from his/her bank than he/she actually has accrued. Only the employee's current balance will be paid out.

Retirement, Termination or Discharge

At the time that an employee retires, terminates his/her employment or is discharged, any unused time which he/she has banked will be paid out at his/her current rate of pay.

Option Payout at end of Calendar Year

At the request of an employee, the Company agrees to pay out all banked overtime which remains to the employee's credit at the end of the calendar year, or at such other time as may be agreed to by the Company.

Carry Over From Year to Year

An employee may elect to carry over banked overtime from one (1) year to the next. Such banked overtime may be either within the "scheduled" category or in the "lay off or slack time" category, but in either case it must be carried forward into the same category in which it was banked. Any hours carried forward from one (1) year to another are counted as part of the forty (40) hour maximum which an employee can bank in each category.

Payslips

The amount an employee has in the bank shall be shown on the employee's payslip.

ARTICLE 6. MANAGEMENT RIGHTS

The Union recognizes and agrees that:

- (a) The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- (b) The Company has and shall retain the right to select its employees, to hire, classify, promote, demote, or discipline them and discharge employees for proper cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.

ARTICLE 7. GRIEVANCE PROCEDURE

Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:

- (a) The employee with the Shop Steward or the Union representative shall take the matter up with the Company within thirty (30) calendar days.
- (b) Should a solution not be reached by Step (a), then a Business Representative of the Union, accompanied by the employee if the employee or Business Representative so wish, shall discuss the matter with the Company. If a solution is reached this shall be final.
- (c) If the procedures set forth in (a) and (b) above do not result in a solution being reached within seven (7) days of the first discussion between a Business Representative of the Union and a Representative of the Company, or within such further period as the Company and the Union agree to in or within such further period as the Company and the Union agree to in writing, the dispute shall by mutual agreement between the parties go before the Canadian Joint Grievance Panel. Should the Union and the Company not mutually agree, the grievance shall be referred to an Arbitration Board of three (3) persons appointed as follows:
 - (1) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
 - (2) The party receiving the notice shall within five (5) days appoint a member for the Board and notify the other party of its appointment.
 - (3) The two (2) arbitrators so appointed shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour of British Columbia, to appoint such third member.

The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the parties may extend the time by agreement in writing.

If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his/her rights, benefits and privileges which he/she would have enjoyed if the suspension or discharge had not taken place, or if the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Company and paid all pay which he/she would have enjoyed and accorded all rights, privileges and benefits which he/she would have enjoyed if he/she had been hired at the proper time, provided that if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

AND PROVIDED FURTHER THAT the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board makes it just and equitable to do so, shall have the authority to order the Company to pay less than the full amount of wages lost.

The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee. If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this clause.

The expenses and remuneration of the Chairman shall be paid by the parties in equal shares.

Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

The Parties may mutually agree that a sole arbitrator be appointed in place of a three (3) person board. The decision of the sole arbitrator shall be deemed to be the decision of the Board and shall be deemed final and binding. All expenses incurred by the sole arbitrator shall be paid equally by the Parties. Each Party shall pay its own expenses.

- (d) Any discharged employee may, within seventy-two (72) hours of his/her discharge, in writing, require the Company to give him/her the reasons for his/her discharge and the Company will give such reasons to him/her, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of such an employee, only the reasons so set forth in writing shall constitute cause.

The seventy-two (72) hour time limit shall be exclusive of Saturdays, Sundays and General Holidays.

- (e) The Company agrees that if any grievance proceeds to arbitration and the Arbitration Board finds in favour of the Union or any employee, then the Company shall pay for all time lost by any employee being called to appear as a witness.
- (f) Notwithstanding the other provisions of this Agreement, if an authorized Agent of the Union claims a violation of this Agreement, he/she or any other authorized Agent of the Union may invoke the Grievance Procedure contained in Article 7 herein at Step (b) as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.
- (g) If any adverse statements are to be put into any employee's personnel file, a copy of same will be given to the employee with a copy sent to the Union so the matter may be grieved if necessary, and after three (3) years from the date of occurrence, such adverse statements shall be deleted from the employee's file.

ARTICLE 8. SENIORITY

Section 1.

The Company shall at least once every six (6) months provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced his/her employment with the Company.

Section 2.

When a new employee is hired, it is agreed that he/she shall be on probation for ninety (90) days with a written review every thirty (30) days with a copy to the appropriate steward. During this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring.

Section 3.

In the event of layoffs, seniority shall be recognized. The principle of last employee on, first employee off shall prevail. Subject to the ability to do the job.

Section 4.

A laid off employee shall retain his/her seniority and recall rights with the Company for nine (9) months after the date of layoff.

Section 5.

When vacancies occur, the Company shall rehire laid off employees according to their seniority in their classification and the principle of last employee off, first employee on shall prevail. The Company shall make personal contact with laid off employees.

Section 6.

If a laid off employee is called back to work with the Company within his/her 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.

Section 7.

When new jobs are available, wherever possible, the Company will promote employees to a better paying job; seniority, qualifications and ability to be considered.

Section 8.

Seniority standing will be cancelled through:

- voluntary resignation
- exceeding authorized leave of absence unless for reasons acceptable to the Company
- accepting unauthorized employment while on leave of absence, as provided in Article 21 (d)
- not reporting when recalled to work from layoff, within three (3) working days of receiving notice to do so. Notice given by:
 - (a) phone to employee's home;
 - (b) registered letter to employee's home;
 - (c) and notification to the Union, unless failure to report to work was reasonable and unavoidable; it being understood that the employee recalled may refuse a recall of up to five (5) consecutive work days or such other mutually agreed duration. Employees who refuse recall under this Article cannot bump a junior employee who accepted work for the period of time the senior employee refused. Should the recall period of work extend beyond five (5) consecutive work days, the senior employee will be offered such additional work;
- discharge and not reinstated under the terms of this Agreement;
- layoff beyond the employee's seniority retention period;
- acceptance of layoff or severance pay under the provisions of Article 11 Section 3.

Section 9.

Seniority shall be maintained and accumulated during occupational accident. Seniority shall be maintained and accumulated during temporary illness and non-occupational

accident up to twenty-six (26) weeks, after the said twenty-six (26) weeks, seniority shall be maintained but not accumulated.

Section 10.

Seniority shall be maintained and accumulated during authorized leave of absence for a period not to exceed six (6) months, provided the employee has maintained membership in the Union during this period.

Section 11.

Any employee promoted to a different classification shall be allowed up to six (6) months and if found unsatisfactory shall be given the opportunity of going back to his/her former position without loss of seniority.

Section 12.

Employees who leave the bargaining unit to accept a job within the Company in some other capacity shall be allowed a six (6) month trial period whereby they could return to the bargaining unit during this six (6) month period. Seniority shall be maintained and accumulated, provided they have maintained their membership in the Union during this period.

ARTICLE 9. VACATIONS

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) YEARS OF CONTINUOUS SERVICE	VACATION PERIOD	VACATION PAY
1 year but less than 2 years	80 hours	4 % or 2 weeks*
2 years but less than 7 years	120 hours	6 % or 3 weeks*
7 years but less than 15 years	160 hours	8 % or 4 weeks*
15 years but less than 20 years	200 hours	10% or 5 weeks*
20 years but less than 25 years	240 hours	12% or 6 weeks*
25 years but less than 30 years	280 hours	14% or 7 weeks*
30 years and over	320 hours	16% or 8 weeks*

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

Vacation time off and corresponding pay shall not be granted until the employee has completed the required hours worked and reached anniversary date.

Employees hired after October 11, 1994 shall have their vacation entitlement capped at six (6) weeks and vacation pay capped at 12%.

- (b) **CALENDAR YEAR** For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the Parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours for which

wages are payable in an employee's calendar year, running from anniversary date to anniversary date, he/she shall be eligible for vacations as above set forth.

Employees who work less than fifteen hundred (1500) hours shall be paid as the case may be 4%, 6%, 8%, 10%, 12%, 14%, or 16% of their gross earnings for the work year immediately preceding the vacation period.

(c) **VACATION PAY ON TERMINATION** In the event of termination of service with the Company after an employee had his/her vacation he/she earned for the previous year, he/she shall receive as vacation pay four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), fourteen percent (14%), or sixteen percent (16%), as the case may be, of his/her gross earnings he/she earned in the year in which he/she ends his/her employment for which no vacation has been paid.

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

(e) **VACATION PERIOD**

The Company shall, where required, post a vacation list on the notice board at each branch at the beginning of each calendar year. All employees shall be listed in order of seniority and shall have filled in their request by January 31st of that year. The Company shall have vacation periods allocated by February 14th of that year.

If an employee so requests, the Company will provide two (2) weeks of the employee's vacation time in prime time within the posted calendar year. Those employees entitled to four (4) or more weeks vacation shall be entitled to request three (3) weeks vacation in prime time within the posted calendar year.

The following periods shall be considered prime time:

i) Spring Break;

ii) June 15th to September 15th;

iii) December 18th to January 8th of the following year.

The Company shall allow three (3) employees to be away on vacation at the same time. If a dispute arises, vacation periods shall be allocated on the basis of seniority.

Rights of seniority, as pertaining to this clause only, will have been deemed null and void if request not submitted by January 31st.

(f) **VACATION ENTITLEMENT** In any year that an employee becomes entitled to an additional vacation upon reaching his/her

anniversary date of employment, he/she will be entitled to one (1) week's vacation with pay at that time.

- (g) **VACATION - ANNIVERSARY DATE AND CUT-OFF DATE** An employee's anniversary of employment date will govern his/her attainment of vacation entitlement. His/her vacation pay and time off will be adjusted from his/her anniversary date.
- (h) **VACATIONS - SCHEDULE CHANGE AND NOTICE** 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.

After the date of vacation allocation as set out in Article 9(e), the minimum notice to the Company for vacation requests shall be five (5) business days unless shorter notice is mutually agreeable between the employee and their immediate supervisor. Vacation notice must be given and agreed to by the employee's immediate supervisor.

- (i) **VACATIONS - REQUIREMENT TO TAKE** Each employee shall be required to take the full annual vacation period that he/she is entitled to under the provisions of this Agreement.
- (j) **VACATION ENTITLEMENT - RELATED TO STATUTES** The entitlements of an employee under this Article shall at no time be less beneficial than those he/she would be entitled to under the provisions of any government legislation or any orders or regulations made thereunder.
- (k) **VACATION ENTITLEMENT - 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 exceeding six (6) months;
 - (iii) due to lay-off without recall for a period not to **exceed** twelve (12) calendar months;
- (l) **ELIGIBILITY FOR VACATIONS WILL BE MAINTAINED AND ACCUMULATED DURING ABSENCE DUE TO:**
 - (i) a compensable accident;
 - (ii) serving in the non-permanent Armed Forces of Canada;
 - (iii) temporary illness or non-occupational accident not exceeding twenty-six (26) weeks;
 - (iv) authorized leave of absence of six (6) months or less, provided the employee has maintained membership in the Union during this period.
- (m) **BRANCH VACATION COVERAGE** In branches where one (1) Partsperson is employed, management or other branch employees may cover for vacations when there are three (3) or more parts employees on vacation from the Surrey branch.

ARTICLE 10. GENERAL HOLIDAYS**Section 1.**

(a) 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/she would have earned at his/her classified rate of pay for his/her 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.

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

and any other General Holidays declared, proclaimed or celebrated by the Federal or Provincial Government.

(ii) Each Agreement year, each employee shall be entitled to an additional guaranteed General Holiday with pay at his/her current rate. This holiday can be a floating holiday at a time mutually agreed to between each employee and the Company. A new employee must have six months seniority to be eligible for floater holidays.

If the employee and the Company are unable to agree on the date, the decision shall be the Company's provided it is in conjunction with the employee's regular days off.

If an employee is laid off, terminates or quits before receiving his/her day off described herein, he/she shall be paid a day's pay in addition to all other monies to which he/she is entitled.

(iii) Effective May 1st, 1984, and each contract year thereafter, Heritage Day shall be taken as a Floating Holiday at a time mutually agreed between the employee and the Employer, until such time as it is proclaimed as a Holiday.

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

In the event that Christmas Day, Boxing Day or New Year's Day fall on a weekend, the Company shall have the option of providing an alternate day(s) off for those employees required to work the day(s) immediately following the weekend. The alternate day shall by mutual agreement, be either the last working day(s) prior to the holiday or the Friday following the holiday.

- (b) Without limiting the general application of sub-section (a) of this Article but subject to the provisos contained herein, General Holiday pay provisions will prevail:
- (i) Where an employee is off work due to any circumstance for which he/she is eligible to receive compensation under the Workers' Compensation Act, provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the Holiday;
 - (ii) Where an employee is off work due to sickness, quarantine or an accident provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability;
 - (iii) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs;
 - (iv) Where the 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.

Section 2.

When a General Holiday falls within an employee's scheduled vacation, he/she shall receive the pay of a normal shift for the holiday in addition to his/her vacation pay, or a day off with pay in conjunction with his/her vacation.

ARTICLE 11. WAGES

Section 1.

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 Appendix "A" attached hereto and forming part of this Agreement.

Section 2.

The Company shall, every second Friday or bi-weekly, pay to each employee all wages earned by the employee to a day not more than four (4) 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. In the event that an employee is laid off, the Company shall pay such employee, not later than the next business day after he/she ceased to be an employee of the Company, all wages, salary and holiday pay earned by such employee, excluding authorized deductions.

The Company will issue to each employee a separate or detachable printed statement with each pay showing separately 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, on Company time.

Section 3. Severance Pay

- (a) If an employee is laid-off for a period that exceeds his/her right to recall as provided for in the Seniority provisions of this Agreement and that employee has a minimum of six (6) months service with the Company, he/she shall be paid two (2) weeks pay based on eighty (80) hours at his/her then applicable rate of pay. Upon completion of three (3) years employment an additional week's pay shall be paid for each additional year of employment up to eight (8) years. Such an employee may elect to accept termination pay under the provisions of this Section before the end of his/her right to recall period, but in so doing shall forfeit all seniority rights occurring to him/her under the Agreement, by reason of his/her term of service with the Company.
- (b) In the event of amalgamation, permanent closure of the plant or a department thereof or automation causing an employee to lose his/her employment with the Company, the Company hereby agrees to pay severance pay to such an employee, provided the employee has a minimum of two (2) years service with the Company. Severance pay shall be based on an employee's regular rate of pay at the date of his/her severance and shall be paid in accordance with the following schedule:

One (1) week's pay for each year of service with the Company, to a maximum of twenty-five (25) weeks.

In the event that part of the plant remains open or that an employee has lost his/her employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall.

The Company shall hold the severance pay for such an employee for a period of his/her right to recall but during such period the employee may, subject to the same forfeiture and provisions of subsection (a) of this Section, request and receive payment of such pay.

ARTICLE 12. TRAVEL INSURANCE

Section 1.

(a) Air Travel Insurance

If an employee is required to travel by air on Company business, the Company agrees to reimburse such an employee the amount of the cost of flight insurance up to a maximum of

\$105,000.00 coverage. A covering receipt must be turned in to the Company for reimbursement.

(b) **Transfer**

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

- (i) Allow reasonable living expenses to the transferred employee up to a maximum of thirty (30) days. Living expenses are to be discussed initially with the employee before departure and each fifteen (15) days thereafter.
- (ii) Pay the transferred employee's transportation costs to the new location and supply first class accommodation and meals to the employee while he/she is en route to the new location.
- (iii) Assume the cost of moving the transferred employee's family and household goods to the new location.

This shall include the cost of transportation and accommodating the family while en route to the new location.

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

Section 2.

No employee shall be allowed to use his/her motor vehicle on Company business. Employees shall not be required to leave their vehicles overnight at the Company's premises when going on out of town jobs.

Section 3.

- (a) Travel time at double time (2X) rates shall be paid outside the regular hours of work for those employees travelling in Company or rented trucks or cars. Time and one-half (1½) will apply when an employee is travelling by a public carrier or to and from a public carrier.
- (b) Public carriers shall be defined as follows: buses, taxis, aircraft, trains, boats, and any vehicle licensed to transport passengers and operated by a licenced operator (exclusive of Company trucks or cars mentioned in 3(a) preceding).

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

ARTICLE 13. WORKING CONDITIONS

Section 1.

Employees shall take orders only from their respective Foreperson, or from the appropriate general management when Forepeople are not immediately available.

Section 2.

Employees will not absent themselves from work without advising the management. Employees will not leave the plant during working hours without permission. Failure to obtain permission shall be cause for dismissal. Lunch hour is excepted.

Section 3.

No Supervisors or office personnel will be allowed to use hand tools or carry out work which would normally be done by employees in the bargaining unit, except in the instructing or training of employees.

ARTICLE 14. MOONLIGHTING

The Company and the Union agree in principle to eliminate the practice commonly known as "moonlighting". The term "moonlighting" shall refer to an employee who regularly makes a practice of working for two (2) or more employers and for the purpose of this Agreement, the term "moonlighting" shall also refer to employees who take employment of any sort during their annual vacation.

- (a) When this practice affects the Company's business or the employee's ability to perform his/her job, it shall be cause for reprimand in the first instance and dismissal on the second instance.
- (b) When this practice affects the Union, the Company agrees to co-operate with the Union in reprimand in the first instance and dismissal on the second instance.
- (c) The Company agrees with the Union that no person who works full time on any other job will be hired.

ARTICLE 15. SUB-CONTRACTING

- (a) The sub-contracting out of work that is being done by employees of the Company covered by the Certificate of Bargaining Authority shall not be allowed, unless the same numerical number of employees in the bargaining unit are maintained.

ARTICLE 16. SHOP STEWARDS

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

- (b) When the Company finds it necessary to layoff a Shop Steward, the Business Representative of the Union shall be notified prior to such layoff or discharge.
- (c) Upon informing management, authorized Agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
- (d) Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.
- (e) The Shop Steward shall be allowed reasonable time to take up grievances during working hours without loss of pay.

ARTICLE 17. PROTECTION OF RIGHTS

It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized trade union and an employer with whom the picketing union has a dispute.

The Union reserves the right to render assistance, as it deems necessary in particular situations, to other labour organizations.

It shall not be considered a violation of this Agreement for an employee to refuse to work with non-union worker(s).

ARTICLE 18. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 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) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes.
- (c) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all vehicles shall have adequate heaters, windshield wipers and defrosters installed.

- (d) It is mutually agreed that a form shall be supplied the driver on which he/she must report defects in equipment with sufficient copies so that the driver may retain a copy and so that the head office of the Company will have a copy of this report on file.
- (e) When a driver reports a defect in equipment, he/she must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing driver.
- (f) The Company shall not compel any driver to operate a vehicle which weighs in excess of the legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers who of their own accord operate with an overload may be subject to discipline and be responsible for their own fines.
- (g) The Company shall supply a fire extinguisher and an adequate First-Aid kit for each service vehicle.

ARTICLE 20. BONDING

If, at any time, the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company. An employee shall not fill out the required bonding application until such application form has been sanctioned by the Union.

ARTICLE 21. 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 the business.
- (ii) No employee who acts within the scope of this sub-section shall lose his/her job or be discriminated against for so acting.
- (b) (i) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she will automatically be granted leave of absence until such time as his/her doctor states he/she can return to work. Notice of layoff will be given if a senior employee is laid off, said notice is cancelled if the senior employee is recalled.
- (ii) When any employee suffers an injury or illness which requires his/her absence, he/she shall report the fact to the Company as soon as possible, prior to his/her actual

starting time, so that adequate replacement may be made if necessary.

- (c) If an employee desires a leave of absence for reasons other than those referred to in this Section, he/she must obtain permission, in writing, for same from the Company, a copy to be supplied to the Union. However, no reasonable and legitimate leave of absence shall be denied.
- (d) In any instance where an employee accepts other employment without the consent of management, when on leave of absence, for any reason, his/her employment may be terminated, subject to proper proof of same.

ARTICLE 22. 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 purpose of disseminating political information. The right is reserved of the Company to request the removal of material offensive to the Company.
- (b) The following information shall be posted on the notice board in the Parts Department lunch room:
 - (1) Seniority list;
 - (2) Copy of the Agreement;
 - (3) Welfare Plan provisions.

ARTICLE 23. TECHNOLOGICAL OR PROCEDURE CHANGES

In the event that the Company proposes the introduction of equipment in its operations requiring specialized training, the Company agrees to give first opportunity to employees then on the payroll through the Job Posting procedure of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the 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 any new equipment or any procedural change. Failure on the part of the Company to comply with these provisions will automatically give cause for a grievance.

ARTICLE 24. JOB POSTING

In the event that any job becomes vacant or a new job is created or new equipment is installed in the bargaining unit, the Company shall post a notice on the Bulletin Board notifying that a vacancy exists in a particular job.

Employees desiring such job shall then apply, in writing, within thirty-six (36) hours of such posting, except that employees on vacation or out of town on work for the Company at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Technological or Procedure Changes Article of this Agreement, shall

receive the job. All employees applying shall be given written replies within a reasonable period of time.

ARTICLE 25. BEREAVEMENT LEAVE

If an employee suffers a death in the immediate family, he/she 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, and father-in-law.

In the event of a death of brother-in-law, sister-in-law or employees grandparents only One(1) day shall be granted with pay for those employees which may be affected who arrange to or attend the funeral.

One (1) day will be granted under this Article to attend the funeral of a brother-in-law, sister-in-law or employees grandparents.

ARTICLE 26. JURY DUTY

All time lost by an employee due to necessary attendance on jury duty or any court proceedings arising out of his/her employment or subpoenaed as a witness, or in completing his/her driver's tests required by the employee for actual employment with the Company, or doctor's examinations in connection therewith shall be paid for by the Company at the rate of pay applicable to said employee.

If an employee is employed on an afternoon or graveyard shift and attends upon jury duty or as a witness, or if an employee is attending upon jury duty or as a witness and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty or as a witness as provided in this sub-section. All jury duty pay or witness fees received by an employee for the days he received pay from the Company shall be paid over to the Company. Any employee on jury duty or as a witness shall subject to this Article make him/herself available for work before or after being required for such duty whenever practicable during his regular shift.

Once an employee is relieved of jury duty or as a witness, he/she shall be reinstated to his/her regular job.

ARTICLE 27. DISMISSED OR IMPROPER CHARGES

When a charge is laid against an employee, such charge arising while the employee was acting within his/her 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/her regular rate for the time loss due to attendance on his/her legal counsel and any court appearance.

The Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred.

Prior to the employee taking steps to defend him/herself, he shall consult the General Manager of the Company to determine which legal firm should be used.

ARTICLE 28. SAVINGS CLAUSE

Section 1.

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages as set out in the Appendices attached hereto or working less hours than stipulated in this Agreement shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.

Section 2.

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 29. WORK CLOTHES

- (a) The Company shall provide to each employee, free of charge, the following which shall be serviced by a Union firm:
 - (i) Drivers shall be supplied two (2) uniforms each week;
 - (ii) Two (2) smocks each week to the Parts Department;
 - (iii) The Company shall supply work shirts in the Parts Department if requested.
Employees shall be expected to take reasonable care of the clothing supplied to them.
- (b) The Company will pay up to one hundred and twenty dollars (\$120.00) for the purchase of safety boots and/or shoes upon presentation of a receipt. Effective December 13, 2006, the boot allowance shall be increased to one hundred and thirty dollars (\$130.00) per year. Effective May 1, 2007, the boot allowance shall be increased to one hundred and thirty-five dollars (\$135.00) per year. Employees may carry forward and

accumulate any unused amounts during the term of the current Collective Agreement.

New employees will be eligible upon completion of their probationary period. New employees with less than twelve (12) months service shall receive a portion of the above allowance pro-rated to their seniority date.

ARTICLE 30. SAFETY REPORTS

An employee suffering injury while in the employ of the Company must report to the First Aid Department immediately, or as soon thereafter as practical, and also report to that Department upon returning to work.

ARTICLE 31. GENERAL PROVISIONS

Section 1. Sanitary Facilities

Sanitary facilities shall be provided by the Company in accordance with the British Columbia Factories Act and the Regulations to the said Act. Employees will co-operate by observing the simple rules of cleanliness.

Section 2.

The Company will supply suitably enclosed heated accommodation where employees may have their lunch.

Section 3.

An employee shall be granted two (2) ten (10) minute breaks with pay during the course of each shift - one (1) in each half of the shift. An employee shall be granted a ten (10) minute break after each two (2) hours of overtime he/she works in any day. If an employee is working off the Company's premises, these periods shall be increased to fifteen (15) minutes.

Section 4.

With the co-operation of employees, the Company will attempt to maintain temperatures above 50 degrees during cold weather.

Section 5.

When a new job classification is introduced or a new pay rate is to be added which is not included in the list of job classifications contained in the Appendix "A" of this Agreement, the Company and the Union shall promptly negotiate a new wage rate. Every effort will be made by the parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day the new job commenced.

In the event the parties hereto are unable to conclude negotiations, the matters in dispute shall be referred to a single

arbitrator agreed upon between the parties. Failing such agreement, either party at any time may call upon the Minister of Labour of British Columbia to appoint an arbitrator.

Section 6.

When an employee is designated as a First-Aid person by the Company, he/she shall receive a premium of sixty cents (60¢) per hour.

Section 7. Health & Welfare

- (a) The Company will provide and maintain the following coverage for its employees at no cost to such employees:

Medical - B.C. Medical with extended health benefits, including Home Care costs.

Insurance - Sickness and accident insurance will be a minimum of \$450/week or the E.I. maximum plus \$10.00 (whichever is the greater), payable on the first (1st) day of disability due to an accident and on the fourth (4th) day of disability due to sickness for a period of twenty-six (26) weeks.

- (b) **Group Life and Accidental Death and Dismemberment**

Insurance - The Company will contract and maintain the following minimum insurance coverage to cover all employees:

- (i) \$40,000.00 - Group Life Insurance
- (ii) \$100,000.00 - Accidental death insurance (twenty-four (24) hour coverage).

- (c) **Dental Plan** - A Dental Plan shall be provided with coverage through Pacific Blue Cross.

The Plan shall provide:

Basic (Plan A) 100% coverage for basic dental care.

(Plan B) 75% of prosthetics, crowns and bridges.

(Plan C) 50% orthodontics coverage for dependent children only to a lifetime maximum of \$2,500.00.

- (d) Eye glass coverage shall be provided of up to eighty-five dollars (\$85.00) per year for each employee and their dependents. Effective July 25th, 2002, eye glass coverage

shall be one hundred dollars (\$100.00) per year for each employee and their dependents. Employees may carry forward and accumulate any unused amounts during the term of the current Collective Agreement.

- (e) The Company will provide and maintain Manulife Long Term Disability Plan #GH19653. Premiums for this plan will be deducted monthly from each employee.
- (f) New employees will be eligible for all coverage outlined in (a), (b), (c), (d) and (e) on the first day of the month following completion of their probationary period.
- (g) After being laid off for more than thirty (30) days the Company shall not be responsible for the maintenance of Health and Welfare coverage as provided for in this Agreement and the employee shall be notified in writing of the date of discontinuance.

The Employer will continue to cover an employee for the Medical Services Plan, Life Insurance and Dental while he/she is absent on a Workers' Compensation Board claim or a Weekly Indemnity claim.

- (h) **Sick Time:** The Company shall grant sick leave credits to each employee. These credits shall be granted on the following basis:

At the beginning of each service year with the Company, an employee shall receive credit for forty-eight (48) hours sick leave to apply to the service year which is just commencing. Before reaching an anniversary date at which sick time will be received, an employee will receive during the interim period sick leave credit based on four (4) hours per month which will be accumulative to a maximum of forty-eight (48) hours.

A new employee shall not receive sick time until he/she has completed his probationary period. When the probationary period is completed, sick leave accumulation will commence from the date of hire. Current employees on record or beyond the recall period who may be rehired, are not subject to this provision and require no probationary period.

The Company shall, to the extent that sick leave credits are available, pay to an employee who reports sick on a regular work day the equivalent of the wages he/she would have earned at his/her classified rate of pay for his/her normal hours of work and reduce his/her sick leave credits by the number of hours that correspond with the number of hours that he/she would have normally worked. Employees shall be entitled to use sick time for all medical visits, including Dentists.

Sick Time shall be subject to the following provisions:

- (1) Sick Leave shall be granted for an employee's personal use only.

- (2) An employee who reports sick during any day will have his/her sick leave allotment reduced by the number of hours not worked during that day.
- (3) Sick time is not to be used for any purpose other than legitimate illness, except in the case of family emergencies (illness or accident of immediate family member).
- (4) All absence due to illness of a duration of more than three (3) consecutive scheduled work days shall require a doctor's certificate to an employee's Department Manager.
- (5) It is the responsibility of an employee to immediately notify his/her Department Supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.
- (6) A committee of three (3) comprised of an employee's Supervisor, Department Manager and a Business Representative of the Union shall rule on any contingencies not covered by these provisions.
- (7) In computing time served with the Company for the purpose of determining eligibility for sick time with pay, it will be governed by an employee's commencement date with the Company.
- (8) All unused sick time per service year may be accumulated up to a maximum of thirty (30) extra days of sick time.

Accumulated extra sick time may only be used after the annual six (6) days sick time has been used up.
- (9) No pay or allowance will be made in lieu of sick time.
- (10) Employees will receive a 50% pay out of accumulated sick time upon retirement.

Sick Pay Incentive

A program will be designed by the Quality Council that will reward those employees who use only a portion of their sick time allowance.

Section 8. Pension Plan

Effective May 1st, 2002, the Company shall make contributions at the rate of one dollar and forty-seven cents (\$1.47) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Company's Pension Plan.

Voluntary additional contributions to be allowed to the Pension Plan. The contributions will be on a percentage basis, elected once per year, allowed for new hires only once the vesting period has been reached, and are not considered when reallocating contingency funds.

The Pension Plan shall provide for early retirement at sixty (60) years of age by mutual agreement only. Vesting shall be on the following basis:

- Up to one (1) year - fifty percent (50%)
- After one (1) year - one hundred percent (100%).

It is understood that years for vesting are years employed with the Company and not years participating in the Pension Plan.

The Company agrees that if the Union requests, the Company's auditors would perform a payroll audit pertaining to hours reported to the Pension Plan.

It is agreed that the Company's contribution to the Pension Plan shall exclude sick time hours and General Holiday pay hours.

Effective May 1st, 1984, the Employer shall amend the Plan to provide for payout of the Contingency Fund. Contingency Fund payout on the same basis as the vesting percentages.

Effective May 1st, 1984, Pension contributions shall be made monthly. Contributions shall be made for 1984 vacation hours and each year thereafter.

ARTICLE 32. UNION/MANAGEMENT JOINT CONSULTATION

On the request of either Party, the Parties shall meet at least once every two months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

ARTICLE 33. STANDBY

- (a) A standby payment of one hundred and five dollars (\$105.00) per week shall be provided to a Parts Person scheduled for standby. Effective May 1st, 2007, the standby payment shall be increased to one hundred and twelve dollars (\$112.00) per week. The standby payment shall not be made if contact cannot be made with the Parts Person by the Answering Service within the response requirements as defined by Cummins Engine Company (currently targeted at 10 minutes). The daily call reports from the answering service will be used to determine if the response time was appropriate. The standby payment will not be made if the On-Call Parts Person delegates a required trip to the workplace to another Parts Person. If necessary this shall be paid on a daily basis.

If the employee is unable to be on standby for the entire week, the standby payment shall be prorated at fifteen dollars (\$15.00) per day. Effective May 1st, 2007, if the employee is unable to be on standby for the entire week, the standby payment shall be prorated at sixteen dollars (\$16.00) per day.

- (b) Standby shall be voluntary.
- (c) Standby shall be on a rotating basis amongst the volunteers.

(d) Call-out:

- (i) Parts Department Employees on standby required to make a trip or trips to the workplace, will receive sixty dollars (\$60.00) per trip to cover all expenses.
- (ii) In addition, an employee on call-out that works more than one (1) hour, will receive the applicable overtime rate for all time worked in excess of the one (1) hour. The one (1) hour work time does not include time required to travel to and from the work place.
- (iii) Employees not on standby who are called out will be paid as per the provisions of Article 5 Section 22 (Call-Outs).

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT _____, British Columbia, this _____ day of _____, 2006.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

HOURLY RATES

CLASSIFICATIONS	EFFECTIVE MAY 1/05	EFFECTIVE MAY 1/06	EFFECTIVE NOV 1/07
Working Foreperson	\$28.86	\$29.73	\$30.62
Trainer	\$28.86	\$29.73	\$30.62
Partsperson	\$27.51	\$28.34	\$29.19
Parts Picker	\$23.62	\$24.33	\$25.06
Filter Washer	\$15.96	\$15.96	\$15.96
Truck Driver (over 1 ton)	\$18.24	\$18.24	\$18.24
Truck Driver (under 1 ton)	\$18.24	\$18.24	\$18.24
Truck Driver - 30 days trial	\$18.24	\$18.24	\$18.24
Student	\$10.76	\$10.76	\$10.76

Company's Hourly Pension Contribution per employee: \$ 1.47

Partsperson Wage Progression

0 - 6 months 60% of Partsperson Over 5 Years;
6 - 12 months 65%
12 - 18 months 70%
18 - 24 months 75%
24 - 30 months 80%
30 - 36 months 85% - Parts Picker Maximum Rate
36 - 42 months 90%
42 - 48 months 95%

Thereafter - Partsperson rate of pay.

Partspersons

- A. Partspersons moving from one (1) company to another:
- (a) If same product line, they would drop one (1) year.
 - (b) If different product line, they would drop two (2) years.
- B. Persons performing Kardex work, order filling, pricing, parts ordering, special ordering clerk, Local purchase, shop counterman, and telephone sales shall all be classified as Partspersons and shall be paid the rate of pay based on their length of service as set out in this Appendix.
- C. A Partsperson at the branch will receive the foreperson's rate premium, subject to seniority and qualifications when:

- (a) There are three (3) or more partspeople, including parts pickers, at the branch.
 - (b) At smaller branches when the Branch Manager is taking his/her annual vacation.
- D. Any Partsperson put in charge or having responsibility for an afternoon or graveyard shift shall be paid as a Senior Partsperson (over 5 years service), regardless of his/her service, plus the appropriate shift differential.
- E. New hires into the Partsperson classification at one person branches shall have a starting rate in accordance with the Partsperson progression schedule, or as (A) above.

Parts Picker

A Parts Picker will generally perform duties involved in packing, picking, shipping, binning, and other warehouse duties. The ratio of parts pickers shall not exceed 20% of the employees classified as Partspersons, to be interpreted as one (1) Parts Picker for each four (4) other employees in the Parts Department.

The Company may hire persons to work in the Warehouse as Parts Pickers who shall be paid the same rates as Partspersons, but who will not exceed that rate for Partspersons - over 3 years.

Parts Pickers when moving to Partsperson category will continue to receive the applicable rate of pay determined by his/her length of service and if he/she is on the rate of Partsperson over 3 years, he/she shall work six (6) months at that classification before proceeding to a higher rate.

No current employees will suffer a reduction in wages as a result of the implemented changes to this Section of the Agreement.

Summer Student - Parts Department

Maximum three (3) at any one (1) time.

A student shall be defined as someone attending an educational institute on a regular full time basis. They may be employed for vacation relief during the prime vacation period. They will generally perform duties involved in packing, picking, shipping, stocking, and other warehouse duties.

Students may be employed for the purpose of picking and packing stock orders, perpetual counts, processing factory stock orders.

Isolation Pay

All employees who are regularly employed at any location of the Company where the population is less than six thousand (6,000) residents, or is located fifty (50) miles or more away from a town and/or city of less than six thousand (6,000) residents shall be entitled to Isolation Pay of twenty-five cents (25¢) per hour.

JOB DESCRIPTION

POSITION: Working Foreperson PDC Warehouse Area

Duties and reporting responsibility of the position as follows:

1. Report to and responsible to the P.D.C. management.
2. Responsible for assisting in the motivation of personnel to obtain quality and quantity of work performance and to ensure that correct work habits and procedures are maintained.
3. Monitor and utilize personnel, equipment and facilities to accomplish the established work schedules as may from time to time be set by P.D.C. management.
4. Responsible for reconciliation of certain discrepancy reports.
5. Responsible for notifying the P.D.C. management of procedures, work habits, performance levels, of members of the Bargaining Unit and incidences which occur during the work day which influence the achievements of the aims and goals of the Company.
6. Supervises, carries out and enforces Company policies and safety regulations to workers.
7. Responsible for the general good appearance and overall cleanliness of P.D.C. warehouse and other areas as assigned.
8. Primary area of responsibility is the P.D.C. warehouse, shipping, receiving, and bin areas. Assignment to other areas within the bargaining unit as required.
9. Responsible for co-operating with P.D.C. management in establishing vacation schedules, days off, leaves of absence, shift changes, work priorities, and assignment of workers.
10. Assists in training job functions as required.
11. Assists workers in solving work problems.
12. The Working Foreperson, in addition to normal duties as Partsperson, will be responsible for but not limited to, the duties referred to above.
13. It must be understood that these descriptions are general in nature because it would be impossible to list all situations which might arise during the work day. However, it is important to clarify that the Working Foreperson is **not** management.

LETTER OF UNDERSTANDING No. 1

BETWEEN: CUMMINS WESTERN CANADA
18452 - 96th Avenue,
Surrey, B.C. V3T 4W2

(hereinafter called the "Company")

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

For the term of this Collective Agreement, the Union and the Company agree that the Company may hire Parts Pickers at the Surrey location as follows:

24 or more Partspersons		4 to 1 ratio
15 to 23	"	5 pickers
14	"	4 pickers
13	"	3 pickers
less than 13	"	4 to 1 ratio

DATED AT _____, British Columbia, this _____ day of _____, 2006.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 2

BETWEEN: CUMMINS WESTERN CANADA
18452 - 96th Avenue
Surrey, B.C. V3T 4W2

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

SUNDAY TO WEDNESDAY SHIFT

1. This shift shall only apply to employees hired subsequent to May 1, 1999 and employees hired prior to that date who volunteer for this shift.
2. In branches where this shift is initiated, layoffs will be from this Sunday to Wednesday shift first, before employees hired prior to May 1st, 1999 are affected.
3. The standard work week shall consist of forty (40) hours on the day and/or afternoon shift, Sunday to Wednesday inclusive. Thursday, Friday and Saturday shall be regular days off, and any work performed on such days, or work in excess of the standard ten (10) hours per day, or work performed on a General Holiday shall be paid at overtime rates as provided for in this Agreement.
4. Where a General Holiday is not worked, and it falls on a regular working day, an employee shall be paid ten (10) hours pay for such Holiday. If a General Holiday falls on an employees scheduled day off, such employee may elect to be paid eight (8) hours for such Holiday or elect to take another day off with ten (10) hours pay.
5. The Day shift shall be for a duration of ten and one-half (10½) hours, including a one-half (½) hour unpaid lunch break.
6. The Afternoon shift shall be for the same duration, but shall include a one-half (½) hour paid lunch break.
7. A shift premium of \$0.90 per hour will apply to this shift.
8. This Letter of Understanding may be cancelled, with thirty (30) days notice, upon the anniversary date in each year of the current Collective Agreement, if either party feels that they have been taken advantage of, due to the implementation of this shift.

DATED AT _____, British Columbia, this _____ day of _____, 2006.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING

BETWEEN: CUMMINS WESTERN CANADA
18452 - 96th Avenue
Surrey, B.C. V4N 3P8

(hereinafter called the "Company")

AND: TEAMSTERS LOCAL UNION No. 213
490 East Broadway
Vancouver, B.C. V5T 1X3

(hereinafter called the "Union")

For the remaining term of this Collective Agreement, the Union and the Company agree to an increase in the rate of pay for Jeannette Marasco to \$15.00/hour. This hourly wage will remain in effect through to the end of the contract term and will not attract the semi-annual increases on May 1, 2004 and November 1, 2004.

Should Jeannette Marasco leave the position or employment of Cummins Western Canada, any employee filling this position shall be paid in accordance with the Collective Agreement at the time of hiring.

SIGNED THIS _____ DAY OF _____, 2006.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING

BETWEEN: CUMMINS WESTERN CANADA
18452 - 96th Avenue
Surrey, B.C. V4N 3P8

(hereinafter called the "Company")

AND: TEAMSTERS LOCAL UNION No. 213
490 East Broadway
Vancouver, B.C. V5T 1X3

(hereinafter called the "Union")

Re: Kathy Goodman

The parties agree that Kathy Goodman will remain as a member of Local Union No. 213 in the position of Sparwood Data Entry Clerk for the duration of this contract term.

This position will share with non-Union clerical staff the following responsibilities:

- All functions relating to work order processing for customer repairs;
- Liaison for customers and internal departments for procurement of purchase orders, invoice discrepancies and customer repair issues;
- Perform all other data entry functions as required by branch management;
- Assist service manager as required with branch operation logistics;
- Assist branch manager as required with branch management operations;
- Other non-Union duties as may be necessary in a small branch operation.

Article 8, Section 3 of the Master Agreement shall not apply for the purposes of fulfilling partsperson duties only. For the purposes of assigning employees to perform normal day-to-day Partsperson duties, seniority will reflect Herman Schlueter then Mike Cunliffe. However, when required or possible, the Company will offer Kathy Goodman the option to accept partsperson work at the pay scale in effect for the time period within which the work is completed. This is most likely when Herman Schlueter and/or Mike Cunliffe are not available to perform Partsperson duties. Although this option is at the sole discretion of the Company, we would expect that Kathy Goodman and Branch Management both use good judgement to ensure an uninterrupted flow of support to our customers.

Should Kathy Goodman choose to leave the employ of Cummins Western Canada, for whatever reason, this Letter of Understanding will no longer be binding on either party and the Company has no further obligation to assign the work to a Teamsters' member.

The established rate for this work shall be eighteen dollars and twenty-five cents (\$18.25) per hour effective the date of ratification of the contract. This rate will attract all base wage increases as reflected in the main contract for the duration of the contract.

SIGNED THIS _____ DAY OF _____, 2006.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION
