

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GEORDY RENTALS INC.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**August 1<sup>st</sup>, 2004 - July 31<sup>st</sup>, 2008**

**DON MCGILL  
Secretary-Treasurer**

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The probationary period may be extended by mutual agreement in writing between the Employer and the Union.

Employees will acquire seniority upon completion of the probationary period and seniority will then be backdated to the date of hire in the bargaining unit.

The following provisions of the Collective Agreement do not apply to probationary employees:

Article 6 - Union Activities and Leaves of Absence

Article 10 - Grievance Procedure

Article 11 - Arbitration Procedure

Article 12 - Seniority

Article 13 - Job Posting

Article 27 - Transfer of Employees

Article 28 - Health & Welfare Benefits

(b) **PART TIME EMPLOYEE**

A part time employee is an employee who works regular hours or days scheduled in accordance with Article 20.02 but who normally works less than twenty-five (25) hours per week and has completed the probationary period. A part time employee does not include a temporary employee.

Part time employees are covered by all conditions of this Agreement except as follows:

Article 19 - General Holiday ---- A part time employee shall not be eligible for General Holiday pay unless he meets the eligibility requirements set out in Article 19.03 (a), and the General Holiday falls not later than two (2) calendar days after his last regularly scheduled shift and not more than two (2) calendar days before his next regularly scheduled shift.

Article 28 - Health & Welfare Benefits do not apply.

(c) **TEMPORARY EMPLOYEE**

A temporary employee is one hired by the Employer for employment of fixed term duration as follows:

1. one hired to relieve an employee absent on annual vacation, sick leave, General Holidays or days in lieu of General Holidays, leave of absence, banked days, or any other temporary vacancy and/or;

2. one hired for seasonal periods of greater business volume in the summer between June 1 and September 30, Spring Break, and the Christmas season.

Temporary employees shall be covered by all conditions of this Agreement, except as follows:

- Article 5.02 does not apply to employees hired under Article 2.02 (c) (1). For employees hired under Article 2.02 (c) (2) the initiation fee shall be \$50.00 and monthly dues shall apply.
- Article 6 - Union Activities or Leaves of Absence
- Article 10 - Grievance Procedure, for employees hired under 2.02 (c) (1).
- Article 12 - Seniority
- Article 13 - Job Posting
- Article 14 - Technological Change
- Article 15 - Severance Pay
- Article 18 - Annual Vacations
- Article 19 - General Holidays
- Article 27 - Transfer of Employees
- Article 28 - Health & Welfare Benefits

2.03 Work covered by this Agreement shall be performed by employees covered by this Agreement except for the purposes of:

1. Instruction and training;
2. Job development and experimentation;
3. Unexpected periods of greater business volume, not to exceed thirty (30) minutes; or
4. Short temporary periods where no employee with the necessary skills is available.

### **3. DURATION, TERMINATION AND RENEWAL**

3.01 This Agreement shall be for the period from and including August 1<sup>st</sup>, 2004 to and including July 31<sup>st</sup>, 2008. Either party to this Agreement may, within four (4) months immediately preceding July 31<sup>st</sup>, 2008, give to the other party written notice to commence collective bargaining.

3.02 After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code, as in force from time to time, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

3.03 It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code, as in force from time to time, is specifically excluded from operation in this Agreement.

#### **4. UNION SECURITY**

4.01 The Employer agrees that when he hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately.

4.02 All employees shall be required to be a member of the Union as a condition of employment with the Employer.

4.03 Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee.

#### **5. UNION CHECKOFF**

5.01 The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.

5.02 All employees shall be required to sign authorization for checkoff of Union dues, fees, fines and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.

5.03 The Employer shall deduct and pay over to the Secretary-Treasurer of the Union any monthly dues, fees, fines and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month should be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of each following month, and one (1) copy of the checkoff as above mentioned.

5:04 The Company shall provide every employee covered by this Agreement each payday, with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the rate or rates applicable, the gross amount of wages, pay for General Holidays and all other deductions made therefrom.

The Employer shall indicate on each Employee's T-4 slip the total amount of Union Dues deducted and submitted on behalf of that employee.

#### **6. UNION ACTIVITIES & LEAVE OF ABSENCE**

- 6.01 The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to not more than two (2) employees who are serving as a Union delegate to any conference or function. Such leave shall not exceed six (6) days in total for both employees in any calendar year and will be granted only if the Employer is notified of the request at least two (2) weeks in advance.
- 6.02 During authorized leave of absence, an employee shall maintain and accumulate seniority.
- 6.03 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work.
- 6.04 Leave of absence with pay will be granted to other than probationary and temporary employees in the event of the death of the husband, wife, mother, father, child, brother, sister, grandchild, grandparent, common-law spouse, step-parent, step-child, parents-in-law, and same sex partners and their children of the employee for a period of not more than three (3) regular working days through and including the day of the funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Compensation for a part-time employee shall be pro-rated, based on the average hours per week worked during the previous twelve (12) weeks, compared to a forty (40) hour week. (Absence compensation shall not include pay for lost overtime or vacation time.)
- 6.05 Reasonable requests for unpaid leaves of absence will be granted at the Employer's discretion and based on operational requirements, provided a minimum of two (2) weeks notice is given. Such leaves shall be limited to forty-five (45) calendar days per calendar year. Employees obtaining leaves of absence under false pretences will be dismissed. Employees on leave of absence under this Section may not accept employment elsewhere without written permission from the Employer, with a copy to the Union.
- 6.06 An employee must notify the Employer that he is unable to report for work. This notification is to be made prior to the employee's starting time unless such notification is not possible.
- 6.07 All time lost by an employee due to necessary attendance on Jury Duty shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay received by the employee from the Courts shall be reimbursed to the Employer by endorsement of Jury Duty cheque to the Employer.

6.08 An employee who is pregnant shall be granted an unpaid leave of absence without loss of seniority, privileges or benefits for a period of up to eighteen (18) weeks in duration in accordance with the Employment Standards Act.

Parental leave shall be available to employees in accordance with the Employment Standards Act.

6:09 **Sick Leave**

Permanent full-time employees will receive the equivalent of three (3) days paid sick leave who have been employed continuously for twelve months. After the first year of employment, employees are eligible to claim this sick day benefit provided that a Late/Absent form has been filled in noting that the employee in question was absent due to illness.

**7. SHOP STEWARDS**

7.01 There shall be shop stewards appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.

7.02 Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

7.03 The Employer will recognize the shop stewards appointed as representatives of the employees in the respective groups or classifications for which they are chosen, and hereby recognizes that the power to appoint and remove shop stewards is vested solely with the Union. The number of shop stewards will be consistent with the need.

7.04 The Union will advise the Employer in writing of the identity of all Shop Stewards and of any changes in same, no later than seventy-two (72) hours after the election or other change in Shop Stewards.

7.05 Shop stewards shall be allowed to take up grievances during working hours without loss of pay. Shop Stewards will not absent themselves from their work to handle grievances without first obtaining permission of Management. Such permission will not be unreasonably withheld as long as the request does not interfere with the proper operation of the business and the meeting does not exceed ten (10) minutes. Any meetings exceeding ten (10) minutes shall be held during rest or meal periods, or outside work hours.

**8. WORK CLOTHES AND SAFETY EQUIPMENT**

8.01 The Employer shall provide and maintain for each employee, free of charge, with the following:

- (i) The Employer shall provide the standard uniform year round. Optional uniform items are available at the part expense of the employee.
- (ii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.

**9. UNION NOTICES**

- 9.01 Notice boards shall be provided for the posting of all official Union notices.
- 9.02 The Employer shall be responsible for the posting of an up-to-date seniority list.

**10. GRIEVANCE PROCEDURE**

- 10.01 It is agreed that grievances and disputes relative to the interpretation and application of the provisions of this Agreement which may arise during the life of this Agreement shall be promptly discussed and the parties hereto will diligently co-operate in an effort to adjust such grievances and disputes at the earliest possible time. It is understood and agreed that no grievance shall be considered where the employee became aware of the event giving rise to it more than fifteen (15) full working days before the filing of the grievance.
- 10.02 In the event of a grievance arising from differences of interpretation, application, operation of or any alleged violation of this Agreement between the Employer and the Union relative to this Agreement, such grievance shall, if possible, be adjusted between the representatives of the Employer and representatives of the Union, as follows:

**STEP 1.** By discussion between the employee, who may, at his option, be accompanied by a shop steward, and the employee's immediate supervisor or manager. The supervisor or manager shall give his decision within five (5) working days following presentation of the grievance. If such decision is not satisfactory to the employee concerned, the grievance may be pursued as follows:

**STEP 2.** Within ten (10) working days following a Step 1 decision, an employee may submit his grievance, in writing, to the highest Employer official designated by the Employer to handle such matters. The employee, and/or his shop steward, shall meet with management as promptly as possible to discuss the grievance. At this step they shall be accompanied by a full-time representative of the Union. A decision at this stage will be rendered in writing within ten (10) working days following such meeting. Failing satisfactory resolution, the grievance may be pursued as follows:

**STEP 3.** If final settlement of the grievance is not reached at Step 2 it may be referred in writing by either party to arbitration as hereinafter provided at any time within twenty-one (21) calendar days following the Step 2 decision. If no such written request for arbitration is received within the time limit the grievance shall be deemed to have been abandoned.

10.03 Notwithstanding the foregoing, it is understood that grievances may be initiated by a full-time representative of the Union at the Step 2 level. Similarly, grievances of the Employer may be initiated at the Step 2 level. Failing settlement, any such grievance may be referred to arbitration pursuant to Step 3 of this Grievance Procedure.

10.04 If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement, otherwise it shall be null and void.

## **11. ARBITRATION PROCEDURE**

11.01 Any grievance or dispute arising from differences of interpretation, application, operation of, or any alleged violation of this Agreement, including a question as to arbitrability, which has been properly carried through all steps of the grievance procedure and which has not been settled or resolved, may, subject to express provisions of this Agreement, be referred to arbitration at the written request of the party filing the grievance or dispute.

11.02 The party filing the grievance or dispute shall, at the time of reference to arbitration, propose to the other party the name of a person to act as a single Arbitrator to hear and determine the grievance or dispute. Should the parties fail to agree to select an Arbitrator within a reasonable time, either party may at any time thereafter request the Minister of Labour of the Province of British Columbia to nominate a person to act as single Arbitrator.

11.03 Upon being appointed pursuant to the provisions of this Agreement, the arbitrator shall forthwith sit, hear the parties and their representations and determine the grievance or dispute and shall make every effort to deliver his determination to the parties within a reasonable time following the hearing, or within such longer period of time as may be necessary. The decision of the Arbitrator shall be final and conclusive and shall be binding on both parties and the griever(s).

11.04 The Arbitrator appointed as above shall not have any jurisdiction to alter or change any of the provisions of this Agreement, to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. In cases of grievance for discharge, suspension or other actions of discipline, such grievance may be determined by the Arbitrator by confirming the Employer's decision in discharging, suspending or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or by any other arrangement as

seems just and equitable in the opinion of the conferring parties or the Arbitrator, as the case may be.

## **12. SENIORITY**

12.01 Seniority for full-time employees shall mean length of service within the bargaining unit. Seniority for part-time employees shall be calculated as the number of shifts worked since commencement of employment within the bargaining unit. Employment elsewhere with the Employer will be credited only for purposes of vacation entitlement.

12.02 In layoffs or recalls, and for the purpose of filling vacancies, length of service shall prevail where skill, ability and efficiency are equal. Seniority for choice of shifts and available hours may be exercised on a location basis only. In the case of a reduction of the workforce at any location it is agreed that overall bargaining unit seniority would allow a more senior employee to move to another location covered by the Collective Agreement.

12.03 Seniority will be lost if an employee:

- (i) voluntarily leaves the employ of the Employer;
- (ii) is discharged for cause;
- (iii) fails to report for work within five (5) working days of recall from layoff or return to work from an authorized leave of absence;
- (iv) is absent without leave for five (5) working days;
- (v) has been laid off for a period longer than his recall period.
- (vi) the employee accepts employment with another employer while on an approved leave of absence without obtaining the prior approval of the Employer.

12.04 Where seniority is lost the employment of the employee in question will be deemed to be terminated.

12.05 (a) A laid-off employee shall retain his seniority and recall rights with the Employer for six (6) months after the date of layoff. During this period it is the duty of the employee to keep the Employer informed as to his residential telephone number and address.

(b) Benefits coverage for laid off employees will cease on the following dates:

BASIC MEDICAL	- 1 <sup>st</sup> day of the month following layoff.
EXTENDED HEALTH	- day of layoff
WEEKLY INDEMNITY	- day of layoff
LONG TERM DISABILITY	- day of layoff

(c) An employee recalled from layoff shall have benefits reinstated on the 1<sup>st</sup> day of the month following the recall date. The recalled employee's

vacation entitlement for the year in which the layoff occurred shall be prorated.

12.06 If a laid-off employee is called back to work with the Employer within his right-of-recall period, there shall be deemed to have been no break in such employee's continuous service with the Employer by reason of such layoff.

12.07 Should an employee be promoted or transferred to a job or position outside of the bargaining unit covered by this Collective Agreement, that employee's bargaining unit seniority shall be lost. Should the Employer wish to re-employ the employee in the bargaining unit as a new-hire, the employee's wage rate shall be no less than the wage rate last received by him while a member of the bargaining unit, adjusted for any general increase. If re-hired into the bargaining unit, the employee shall not be required to serve a probationary period and seniority shall start to accrue from the date of re-hire.

### **13. JOB POSTING**

13.01 In the event that a new job or classification is created or a vacancy occurs within the bargaining unit at any location covered by the Collective Agreement, the Employer shall post a Notice on the bulletin board notifying that a vacancy exists in a particular job.

13.02 Employees desiring such jobs shall then apply, in writing, within seventy-two (72) hours of such posting, except that employees on vacation or out of town on work for the Employer at such time shall have the privilege of applying upon their return. The position will be filled as provided for in Article 12 Seniority.

13.03 Any employee appointed to a new job or vacancy shall be allowed the trial period of up to thirty (30) days to demonstrate his ability to perform the duties of the job or classification in question. If during that period of time the employee is dissatisfied, or is found unsatisfactory by the Employer, the employee shall be returned to his former job or classification without loss of seniority.

13.04 It is understood that employees may apply for lower paid jobs as well as higher paid jobs, in which case the applicable classified rate shall apply.

### **14. TECHNOLOGICAL CHANGE**

14.01 For the purposes of this Agreement "technological change" means the automation of equipment, or the mechanization of equipment, or automation of duties, or the replacement of equipment or machinery, or a change in the manner in which the Employer carries on the business which is caused by such automation, mechanization or replacement; and which results in the displacement of employees from their regular job.

14.02 In the event the Employer proposes to introduce a technological change the Employer agrees to give first opportunity to existing employees to operate

any new equipment introduced or new positions created by reason of technological change, provided the operation of such equipment or the filling of such positions falls within the scope of the bargaining unit covered by the Agreement.

14.03 The Employer further agrees where possible to give both the Union and all affected employees one (1) month's notice of any proposed technological change which will jeopardize the employment of any employees covered by this Agreement. During the notice period, affected employees may indicate their desire to bump into a lower-paying classification in respect of which they possess the necessary skills, ability and experience.

## **15. SEVERANCE PAY**

15.01 The Employer will not terminate any employee without giving the employee, in writing, at least:

- (a) two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) after the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum eight (8) weeks' notice.

15.02 Where the Employer terminates an employee and fails to comply with Section 15.01 the Employer shall pay the employee severance pay equal to the period of notice required.

15.03 Section 15.01 does not apply to:

- (a) an employee discharged for just cause, or
- (b) a temporary employee as defined in Article 2.02 (c).

15.04 Where the Employer temporarily lays off an employee and the layoff exceeds five months, the employee shall be deemed to have been terminated at the commencement of the temporary layoff and the Employer shall pay the employee the severance pay under Section 15.01.

15.05 An employee who retires or voluntarily terminates his employment shall not be entitled to severance pay.

15.06 An employee laid off for shortage of work shall not be entitled to severance pay unless and until the layoff exceeds the employee's recall period. If a laid-off employee elects to take his severance pay before the expiry of his recall period, he will be deemed to have forfeited the balance of his recall rights.

## **16. SEPARATION OF EMPLOYMENT**

- 16.01 Any employee discharged from employment shall be paid in full for all monies owing to him on the date of his discharge.
- 16.02 Any employee voluntarily terminating his employment with the Employer shall be paid in full for all monies owing to him within five (5) working days of termination.
- 16.03 The Employer shall provide a Record of Employment Certificate on the same day as payment is made in accordance with subsections .01 and .02 hereof, or within five (5) working days by request of any employee whose employment by the Employer is disrupted for five (5) working days or more.

**17. PAY DAY AND PAY STATEMENTS**

- 17.01 Pay day shall continue on the same basis as presently established.
- 17.02 The Employer shall continue to provide every employee covered by this Agreement with itemized statements in respect of all wage payments as were provided prior to this Agreement coming into force. This provision shall not preclude present practice being changed by mutual agreement. In this respect, agreement will not be unreasonably withheld by the Union where legitimate reasons exist for change of practice by the Employer.

**18. ANNUAL VACATIONS**

- 18.01 (a) Employees who have completed one (1) year and up to three (3) years inclusive shall receive two (2) weeks' vacation with pay based on four percent (4%) of gross earnings for the year for which they are receiving their vacation.
- (b) Employees who have completed four (4) years and up to nine (9) years inclusive shall receive three (3) weeks' vacation with pay based on six percent (6%) of gross earnings for the year for which they are receiving their vacation.
- (c) Employees who have completed ten (10) years and up to sixteen (16) years inclusive shall receive four (4) weeks' vacation with pay based on eight percent (8%) of gross earnings for the year for which they are taking their vacation.
- (d) Employees who have completed seventeen (17) years and up shall receive five (5) weeks vacation with pay based on ten percent (10%) of gross earnings for the year for which they are taking their vacation.
- (e) An employee's anniversary date of employment shall be used to calculate his annual vacation entitlement and pay.
- 18.02 Vacation pay for the vacations set out in Section 18.01 is calculated on the basis of four percent (4%), six percent (6%), eight percent (8%), or ten

percent (10%), as the case may be, of gross wages earned during the previous service year.

18.03 In the event that an employee's employment is terminated during the course of a working year in respect of which he has not received an annual vacation, he shall receive the appropriate percentage of his gross pay earned during the portion of the year that he has worked.

18.04 (a) Vacations within each calendar year must be selected by the end of March of that year. Vacations will insofar as practicable be scheduled at times desired by the employees, on the basis of seniority, according to the classifications set out in Schedule "A" attached hereto. The Employer will post a vacation selection schedule at the beginning of January each year. Employees who have their vacation scheduled by the Company in accordance with Article 18.06, or who request a change after the end of March will not be entitled to later bump another employee's selected vacation time.

(b) Employees will be able to split their annual vacation entitlement into two (2) periods, should they so wish, provided that each such period must be a multiple of a calendar week period, that is to say, one, two, or three weeks. Preference of vacation time on the basis of seniority will apply only to one portion of an employee's annual vacation should he decide to split his total entitlement. Preference for the other portion will only be granted after all other employees at the particular location have first had the opportunity to indicate their preference for their first vacation period.

(c) During the period from June 1 to October 1, unless extraordinary permission is granted by the Employer, annual vacations shall be subject to the following restrictions:

(1) At all locations, an employee shall not be entitled to more than two (2) weeks vacation during the period;

(2) At the Employer's Airport locations, no more than two (2) employees shall be off on vacation at any one time.

(3) At all other locations of the Employer, no more than one (1) employee shall be off on vacation at any one time.

Should more employees desire to take vacation weeks during this period than the time will allow, seniority shall govern.

(d) Vacations scheduled between January and the end of March of each year must be set in sufficient time to allow the Employer at least four (4) weeks' notice of the vacation period. All employees shall receive their vacation pay for the period of vacation they are taking seven (7) calendar days prior to commencing such vacation if at least two (2) weeks' notice is provided to the payroll department, except that part-

time regular employees shall receive their vacation pay as an addition to their regular pay cheque at the end of each pay period.

18.05 Should one or more designated General Holidays occur during the period of an employee's annual vacation, such vacation shall be extended by the corresponding number of days with pay.

18.06 Except as provided for in Section 18.03, employees must take their annual vacation as time off within six (6) months of date earned. Employees who do not select their vacation in accordance with Article 18.04 (a) will have their vacation scheduled by the Employer.

**19. GENERAL HOLIDAYS**

19.01 Subject to 19.03, the Employer 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. When a General Holiday falls on a Saturday or on a Sunday or an employee's weekly day off, the next work day shall be observed as the holiday.

19.02 The designated General Holidays shall be:

New Year's Day	British Columbia Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day		

19.03 To be eligible for the above General Holidays with pay:

- (a) (i) a probationary employee must have worked twenty (20) of the previous thirty (30) calendar days prior to the General Holiday, and
  - (ii) must have worked their last scheduled shift before the General Holiday and their first scheduled shift after the General Holiday;
- (b) a full time employee must have worked their last scheduled shift before the General Holiday and their first scheduled shift after the General Holiday except that this requirement will not apply to a full-time employee who is within the seven (7) day waiting period for Weekly Indemnity benefits;
- (c) an employee receiving Weekly Indemnity benefits is not entitled to pay for the General Holiday unless the holiday occurs within the seven (7) day waiting period for Weekly Indemnity benefits;
- (d) an employee receiving WCB or Long Term Disability payments is not eligible for General Holiday pay.

19.04 An employee required to work on a designated General Holiday shall receive overtime rates for all hours worked on the designated General Holiday and shall be entitled to a subsequent day off with the pay which he would have received had he been required to work the designated General Holiday, unless the employee elects to receive pay instead of a subsequent day off in lieu of the General Holiday, such day off shall be banked to be taken at a time mutually agreed between the employee and the Employer not later than the employee's next annual vacation.

19.05 If during the life of this Agreement the Federal or Provincial governments declare or proclaim any day other than those listed herein as a General Holiday, such day shall be considered a designated General Holiday for the purpose of this Agreement.

**20. DAYS AND HOURS OF WORK**

20.01 The normal hours and days of work for the various locations of the Employer's business covered by this Agreement shall be set by the Employer according to the demands of the business. Nothing in this paragraph detracts from Article 12.02.

20.02 All shifts shall be scheduled and posted in advance. Weekly work schedules for part-time employees shall be posted one week in advance. It is the employee's responsibility to inform himself of his work schedule.

20.03 There shall be no split shifts except by mutual agreement.

**21. OVERTIME**

21.01 Should it become necessary to have employees work overtime, such overtime shall be distributed equally amongst those employees working both in the classification(s) and at the location(s) of the Employer's business where overtime is required.

21.02 Employees shall be expected to work reasonable periods of overtime where circumstances require.

21.03 Hours worked over and above an employee's normally scheduled full time work day shall be paid as follows:

- (a) Any employee who works beyond their normal shift shall receive one and one-half (1½) times their hourly rate up to eleven (11) hours. All time worked in excess of eleven (11) hours shall be paid at double (2x) time their hourly rate.

- (b) an employee who requests a change in shift or moves to a new location at his request is not entitled to overtime resulting from such a change.

**22. LUNCH AND REST PERIODS**

22.01 Each employee working more than four (4) hours shall have a designated one-half (½) hour unpaid lunch period, during which no work shall be performed unless alternative arrangements for the employee's lunch break are made. An employee's lunch period should normally commence at the end of the fourth hour of the employee's shift, but the Employer shall have the right to require that the employee commence his/her lunch period at any time up to one hour after the fourth hour, in the case of an employee working an eight hour shift, and at any time up to two hours after the fourth hour in the case of an employee working a shift longer than eight hours, if the Employer considers it appropriate having regard to the circumstances.

22.02 Each employee shall be entitled to one 15-minute rest period in each half of a shift that is a minimum of eight (8) hours' duration. Each employee will be entitled to a 15-minute rest period in a shift of less than eight (8) hours duration.

22.03 When employees are required to work two (2) hours overtime beyond a regular shift, the employee is entitled to an unpaid meal break and shall be reimbursed a meal allowance. The meal allowance shall not exceed ten dollars (\$10.00) and receipts must be provided.

**23. SANITARY FACILITIES**

23.01 The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantities, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

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

23.03 The buildings of the Employer shall be adequately heated and ventilated.

**24. SAFETY AND HEALTH**

24.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Proper first aid kits will be available at all locations of the Employer's business. Fire extinguishers and first aid kits shall be supplied for all car carriers.

24.02 Employees will not be required to work with unsafe equipment or under unsafe practices.

24.03 All employees, to the best of their abilities, will undertake their jobs in a safe and efficient manner. In the event of an employee becoming ill or injured during his shift, and wishing to go home or visit a doctor, he shall report directly to his immediate supervisor or manager. Time absent from work shall be deducted on a pro-rata basis.

24.04 Any employee requested by the Employer to take a first aid course shall be reimbursed for the full cost of the course fees and expenses upon presentation of the receipts for the same. The employee shall also be paid at his hourly rate of pay at straight-time rates (no premium or shift differential) for all hours that the employee attends such course. This does not include travel time or travel expenses.

**25. BONDING**

25.01 If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Employer.

**26. TRANSPORTATION**

26.01 No employee shall use his personal vehicle for Employer business.

**27. TRANSFER OF EMPLOYEES**

27.01 Employees may not be transferred from one location of the Employer's business to another for more than three (3) months without the employee's consent.

27.02 It is understood that part time hours will be the first to be reduced. In the event of layoffs due to shortage of work at one location of the Employer's business, full-time employees laid off for more than five (5) working days may elect, within such five (5) day period, to bump, in accordance with the seniority provisions of this Agreement, the most junior full-time employee at the Employer's other locations.

**28. HEALTH AND WELFARE BENEFITS**

28.01 (a) On the first day of the month following three (3) consecutive months of employment full time employees become eligible for the following benefits with the cost of the premiums being paid as follows:

- B.C. Medical Services Plan - 100% of the premium paid by the Employer.

- (b) On the first day of the month following six (6) consecutive months of employment, full time employees become eligible for the following benefits with the cost of the premiums being paid as follows:

Eligible employees have the option to waive the extended benefit portion of this Agreement if they are covered by a spousal plan.

Eligible employees shall receive a yearly payment of five hundred (\$500.00) dollars in lieu of a dental plan.

- (i) Extended Health benefits coverage - 100% of the premiums paid by the Employer which provides participants and their dependants with:

- Basic Drug Benefit as per plan at 100% reimbursement with \$25.00 deductible per person or \$50.00 per family
- Supplementary Hospital Benefit as per plan
- Supplemental Health Care as per plan with \$25.00 deductible per person and \$50.00 per family.

- (ii) Weekly Indemnity benefits equal to 60% of basic weekly income to the E.I. maximum. 50% of the premium cost paid by the Employer.

- (iii) Long Term Disability benefits equal to 66.67% of regular monthly earnings to a maximum of \$3,500 per month. Premiums fully paid by the employee.

The Health and Welfare benefits will be provided by insurance companies to a maximum cost of the premium costs in effect at the date of signing this Agreement. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the relevant benefits program documents and as determined by the carrier.

## **29. MEDICAL EXAMINATIONS**

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

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

If an employee takes a medical examination he shall be paid for the time involved at his regular rate of pay.

29.03 If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:

- (i) The Employer shall notify the Union of the Medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
- (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (iii) The findings of the consultant shall be final and binding upon all parties.
- (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

29.04 Where any employee drives a motor vehicle in the course of his employment is required to take a medical examination to verify his right to drive such motor vehicle or to obtain an Air Ticket, the Employer shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examinations.

### **30. CLASSIFICATIONS AND WAGE RATES**

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

30.02 The Employer may continue, in its discretion, its practice of occasional bonuses, premiums or incentives, exclusive of wage rates.

30.03 Paid time shall be computed from the time the employee commences his scheduled day's work until his shift is finalized, exclusive of unpaid lunch.

30.04 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or any other benefits, shall suffer a reduction of wages or loss of benefits, because of the adoption of this Agreement.

**31. SAVINGS CLAUSE**

31.01 If any section or provision 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 section or provision should be restrained by such tribunal, pending a final determination as to its validity the remainder of this Agreement or the application of such section or provision 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.

31.02 In the event that any section or provision of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set out above, the parties hereto shall forthwith enter into negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such section or provision during the period of invalidity or restraint. Should agreement not be reached, the Union may submit the matter to arbitration as set out herein. Failing such submission, the Employer's position shall prevail.

**32. MANAGEMENT RIGHTS**

32.01 Subject to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the sole, exclusive and undisputed right and responsibility to manage the business as it sees fit including but not limited to the following:

- (a) To plan, direct and control operations, to schedule work and other activities, to determine the methods, processes and means of work, to determine the location and facilities, and the extent to which locations shall operate.
- (b) To hire, promote, demote (except for punitive reasons) classify, transfer, assign, reassign and layoff employees and to discipline, suspend and discharge employees for just and reasonable cause (including culpable and nonculpable grounds) and to retire employees at their normal retirement age.
- (c) To direct the work force, including the right to decide on the number of employees needed by the Company, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations.

- (d) In accordance with the arbitral jurisprudence, to make and to alter from time to time rules and regulations to be observed by all employees. The Union and affected employees shall be notified of any new or changed rules or regulations taking effect.

It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Employer and nothing in this Agreement shall be construed as limiting the regular and usual rights of the Company.

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

**33. CONFLICTING AGREEMENT**

- 33.01 The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

- 33.02 The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

**34. COMPENSATION COVERAGE**

- 34.01 When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay. Nothing in this Article restricts the Employer from exercising its rights under Article 29.01 at any time.

**35. ARTICLE HEADINGS**

- 35.01 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.

**36. GENDER**

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

**37. PROTECTION OF RIGHTS**

- 37.01 The Employer shall not require any Union member to cross a legal picket line. It shall not be a violation of this Agreement for employees covered by this Agreement to not do so.

**38. INSPECTION PRIVILEGES**

38.01 Upon first contacting the Employer, an authorized Agent of the Union shall have reasonable access to the Employer's work location areas of those employees covered by this Agreement to consult with employees covered by this Agreement during their non-working hours.

**39. DRIVER'S LICENCE AND STANDARDS**

39.01 Any employee who loses his licence or receives a driving suspension must notify the Employer within twenty-four (24) hours or the beginning of the next shift (whichever is sooner). Loss of licence will be considered a leave of absence until such time that the privileges are returned. Failure to notify the Employer will result in disciplinary action up to and including termination.



**SCHEDULE "A"**

**HOURLY WAGE RATES**

<b>CLASSIFICATION</b>	<b>*EFFECTIVE AUG 1/04</b>	<b>*EFFECTIVE AUG 1/05</b>	<b>*EFFECTIVE AUG 1/06</b>	<b>*EFFECTIVE FEB 1/07</b>
Start**	\$ 8.83	\$ 9.01	\$9.19	\$ 9.37
After 6 months	\$10.13	\$10.33	\$10.54	\$10.75
After 12 months	\$11.82	\$12.06	\$12.30	\$12.55
After 24 months	\$13.23	\$13.49	\$13.76	\$14.04
After 36 months	\$15.77	\$16.08	\$16.41	\$16.73

\* Effective Date

\*\* It is agreed that the start rate for the Service Representative position shall be maintained at a level which is fifty cents (50¢) higher than the B.C. minimum wage. In other words, if the minimum wage is increased, the start rate will be increased by an amount necessary to maintain the fifty cent (50¢) difference between the minimum wage and the start rate.

Retroactive pay for the period August 1, 2004 to the date of ratification will be paid in a separate cheque.