

AGREEMENT BETWEEN:

**INLAND DIESEL LTD.**

AND

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115**

**SEPTEMBER 1, 2006 TO AUGUST 31, 2008**

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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.

- (c) 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 03: BARGAINING AGENCY**

- 3.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of Inland Diesel Ltd.
- 3.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 3.03 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company, whichever is shorter. Counting from the date he commences employment with the Company, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee, at any time, cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith.
- 3.04 The Company shall deduct from each new employee an amount equal to the Union dues, from the employee's first payroll cheque after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off, i.e., if the month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.
- 3.05 The Company shall put in each new employee's hiring kit, a Union membership card and a dues deduction card. A supply of membership cards and dues deduction cards to be provided by the Union to the Company. The employee shall immediately fully complete said cards and return them to the Company. Upon receipt from the employee, the Company shall submit the membership card to the Union in a timely manner and shall retain the dues authorization card in the employee's file.

**ARTICLE 04: DEFINITION OF EMPLOYEE**

4.01 In this Agreement, "employee" means a person who is employed by the Company, and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations 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 05: HOURS OF WORK AND OVERTIME**

**A. MECHANICAL DEPARTMENT**

5.01 The standard work day shall consist of eight (8) hours, Monday to Friday 7:00a.m. - 3:30p.m., or Tuesday to Saturday 8:00a.m. - 4:30p.m. The Standard work week shall consist of forty (40) hours Monday to Friday or Tuesday to Saturday.

Any changes to starting times will be by mutual consent between the Employer and the Union.

5.02

(a) 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 the prevailing overtime rates as provided in this Agreement.

(b) **The hours of work for the Friday to Monday shift shall be nine (9) hours of work per day, between the hours of 7:30a.m. to 5.00p.m. for which a premium of three (\$3.00) per hour worked and ten (10) hours pension contributions will be paid. This premium does not attract overtime.**

This shift will not be implemented on a rotating basis.

If a shift falls on a General Holiday **nine (9) hours at the regular rates shall be paid plus the premiums and ten (10) hours of pension contributions** and if worked the shift shall be paid at double time. **This premium does not attract overtime.**

(c) **When a split shift of Monday through Thursday and Sunday through Wednesday is employed the hours will be Monday through Thursday ten (10) hours per day from 7:00a.m. to 5:30p.m.**

**Sunday through Wednesday will be Sunday nine (9) hours, 7:30a.m. to 5:00p.m. and Monday through Wednesday 7:00a.m. to**

**5:30p.m. for which a premium of one (\$1.00) dollar per hour worked and forty (40) hours of pension contributions will be paid. This premium does not attract overtime and will not be paid if an employee does not work on the Sunday.**

- 5.03 Employees called back to work after completion of a regular day's work would be covered by the regular call-back provisions contained elsewhere in the Agreement.
- 5.04 If a second shift is employed, the hours of work shall be seven and one-half (7½) hours of work between the hours of 3:00p.m. and 11:00 p.m. Monday through Friday for which eight (8) hours shall be paid.
- 5.05 Each shift shall have a minimum of one-half (½) hour lunch period at mid-shift.
- 5.06 An employee shall be granted two (2) fifteen (15) minute breaks during the course of each shift - one in each half of the shift. An employee shall be granted a fifteen (15) minute break after each two (2) hours of overtime he works in any day.
- 5.07 The Company shall endeavour to give the employee forty-eight (48) hours' notice prior to changing shifts.
- 5.08 It is intended that every employee should have eight (8) hours' rest between shifts. In the event that an employee is recalled to work before such eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

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

- 5.09 Employees called in before their regular starting time shall be paid at the prevailing overtime rate for time worked prior to their regular starting time.
- 5.10 Employees called back to work after their regular shift shall receive a minimum of two (2) hours pay at the prevailing overtime rate.  
Employees called back to work after their regular hours between midnight and 6:00a.m. shall receive a minimum of four (4) hours at the double time rate.
- 5.11 All hours worked outside the standard work hours, outside the established shift hours and outside the standard work week shall be considered overtime and be paid as follows:

- (a) All hours in excess of eight (8) hours up to eleven (11) hours will be paid at time and one half (1½).
- (b) All hours in excess of eleven (11) hours will be paid at double time.

5.12 All hours worked on days of rest, Saturday or Sunday and General Holidays listed in Article 9, or days observed as such under the terms of this agreement shall be considered overtime and paid in accordance with the following:

- (a) Days of rest or Saturday - first eight (8) hours shall be paid at time and one-half (1½). All hours in excess of eight (8) hours shall be paid at double time.
- (b) Sundays or General Holidays - all hours worked on Sunday or General Holiday shall be paid double time.

This double time is in addition to any General Holiday pay an employee may be entitled under the provisions of this agreement.

5.13

- (a) 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. The twenty-four (24) hour notice lay-off provided in Article 8 of this Agreement shall be adhered to.

Employees on lay-off who are recalled to work for four (4) days or less will waive the forty (40) hour guaranteed for the week in which they are called only. Refusal to return to work will not jeopardize the employee's right to recall.

An employee refusing to return to work will not be discriminated against for doing so.

If for any reason the recall exceeds the four (4) days, the most senior employee on lay-off in the job classification shall be paid the appropriate rate for all time worked by the less senior employee.

- (b) If an employee of his own volition does not report for his regular shift or shifts, then his weekly minimum five (5) shift pay base shall be reduced to the number received by subtracting the number of shifts missed from base five (5).
  - (c) An employee reporting for work on his regular shift shall receive a **days pay** at his regular rate.
  - (d) If an employee of his own volition does not report for his regular shift then his daily minimum pay base shall not exist.
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- (e) An employee called into work on a Saturday, Sunday, or a scheduled day off or on a General Holiday (or a day observed as a General Holiday) shall be paid the prevailing overtime rate with a guarantee of four (4) hours work.

If an employee chooses to work less than four (4) hours, he shall be paid for the time worked with a minimum of two (2) hours of the prevailing overtime rate.

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

5.14 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 daily guarantee as provided under this agreement.

5.15 All overtime shall be on a voluntary basis. It is agreed that overtime may be necessary in order to respond to the efficient operation and service requirements of the business. When overtime becomes necessary the Company shall distribute overtime on the following basis:

- (a) The first person that the overtime is offered to is the person doing the job that the overtime is required.
- (b) If the overtime is declined then overtime shall be offered to the most senior employee.
- (c) In the event all employees with the ability refuse to do the work in question, then such work will be assigned to the most junior employee(s) capable of performing the work.

5.16 Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a fifteen (15) minute unit basis. If an employee works any part of a fifteen (15) minute unit, he shall receive credit for time worked for that full fifteen (15) minute unit.

5.17 Banking of Overtime: Employees shall state whether overtime is to be banked or paid at the beginning of each fiscal quarter. An Employee may bank overtime equivalent to one hundred and twenty (120) hours straight time maximum. All overtime worked thereafter shall be paid at the appropriate rate to said employee. Banked overtime may be cancelled by either party upon ninety (90) days written notice. Banked overtime must be taken in eight (8) hour increments at times acceptable to the Company. However, subject to the efficient operation and service requirements of the business, a request for banked time off will be granted if management receives thirty (30) calendar days notice and such request shall not

be reasonably withheld. This may be taken for the full amount of banked time on consecutive days. Banked overtime is definitely not to be taken in June to August holiday period unless acceptable to the Company. The Company and the employees agree to use banked time to minimize lay-offs upon five (5) working days notice.

Banked overtime shall be paid out on the following pay day. Pension contributions and regular payroll deductions shall only apply at the time the banked overtime is utilized by the employee.

All unused banked overtime must be paid out at September 30th of each year. That is, no banked time can be carried beyond September 30th.

Banked overtime may not be withdrawn during a month in which disciplinary suspension occurs unless the banked time off had been arranged prior to the disciplinary suspension being levied.

- 5.18 Employees involved in an accident while on the job shall receive **a regular days pay** at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practicable.
- 5.19 All field service shall be on a rotating basis where possible.
- 5.20 When employees are being worked on two (2) or more shift schedules they shall rotate shifts.
- 5.21 Employees who work beyond eleven (11) hours per day shall receive a meal allowance of fifteen dollars (\$15.00) and each four hours thereafter. **Receipts must be supplied in all cases.**
- 5.22 PREPARATION TIME: The Company will allow and pay an employee reasonable time to return to his home and prepare with clothing and personal needs when being sent on out of town jobs for a period of overnight or longer. This will not apply to assignments which were arranged in advance.

#### **ARTICLE 06: TRANSPORTATION AND EXPENSES**

6.01

- (a) Employees required to work outside the Prince George area who do not return daily, shall be paid all their transportation, accommodation and meal expenses. Miscellaneous non-receipted

items will be paid for with acceptable explanation.

- (b) Travel time and waiting time during the employee's regular shift hours, will be paid at straight time. Travel time authorized by Company or the customer, outside the employee's regular shift hours, will be paid for at the prevailing overtime rates. All travel time and waiting time on Saturday, Sunday and any General Holiday or regularly scheduled day off will be paid for at the prevailing overtime rate.

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

#### 6.02

- (a) In going to work outside the limits, starting time shall be calculated from the time the employee leaves the shop.
- (b) All time spent driving or travelling in a motor vehicle to and from such jobs shall be considered as time worked.

6.03 No employee vehicles shall be used on Company business.

#### 6.04

- (a) When an employee is going out on a job which will require his absence from home for one or more nights, the Company will attempt to inform such an employee, on or before the day of his departure, of the approximate length of time he will be out on the job. If an employee is sent out on one job and subsequently is assigned to other jobs, the total period will not be extended beyond fourteen (14) days.
- (b) If there is reason to extend this period, and the employee requests to return home, the company will transport such an employee back to his home base and during such transportation such an employee shall be accorded all the benefits and conditions as to travelling as provided under this Agreement.
- (c) This will not preclude long-term out-of-town assignments which will be arranged in advance.

#### 6.05

- (a) Education For Upgrading: The Company agrees to consider the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work. The cost of Tradesmen Qualification Examinations will also be considered.
- (b) The Company will be consulted prior to the employee incurring the obligation. The Company will reimburse the cost of tuition and course texts upon successful completion of an approved course.
- (c) The Company shall pay for all authorized first-aid courses as well as all required refresher courses for designated first-

aid attendants.

- (d) The Company shall distribute upgrading courses on a fair and equitable basis.
- (e) Employees who are required, by the Company, to attend upgrading courses shall be paid regular wages based on a forty (40) hours week; or eight (8) hours per day and shall be considered as time worked.
- (f) When upgrading courses are outside of Prince George the Company shall pay all their transportation, accommodation and meal expenses.
- (g) Should an employee choose to drive his/her personal vehicle to the course the company shall pay the equivalent of bus fare to and from.
- (h) Employees travelling to and from, and while attending courses, will continue to be covered by W.C.B. and any other insurance policies contained in this Agreement.
- (i) Overtime will not be paid while on training courses.

#### **ARTICLE 07: WAGES**

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

7.02 The Company shall, every second Friday, pay to each employee all wages earned by the employee to a day not more than five (5) 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.

The afternoon shift shall be paid the Thursday prior to the Friday pay day so as the employees can get to the bank on Friday.

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

The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the

number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period, the total deductions therefrom.

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

7.03

- (a) The Company shall pay a premium of one dollar and ten cents (\$1.10) per hour above an employee's classified rate to all service department employees covered by this Agreement when working off Company premises. This premium shall not apply to the road testing of vehicles. The field rate shall not attract overtime rates.
- (b) Construction rates of pay shall be paid to employees who install permanent machinery on construction sites or who do repair work on construction sites that would otherwise be done by members of building trades unions. The construction rates of pay shall only apply to actual hours worked on the construction site.

Construction rates shall not apply to service calls, inspection calls, warranty work and delivery jobs.

#### **ARTICLE 08: SENIORITY**

- 8.01 The Company shall at least once every six (6) months, post in a conspicuous place on it's premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.
- 8.02 When a new employee is hired, it is agreed that he shall be on probation for seventy-five (75) calendar days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring.
- 8.03 An employee re-entering the employ of the Company after his right to recall has expired shall not be subject to another probation period.
- 8.04
  - (a) In the event of lay-offs, seniority shall be recognized. The principle of last man on, first man off, shall prevail subject to job classification and the ability, skills and qualification to perform the work required.

The Company shall give at least twenty-four(24) hours of notice of lay-offs exclusive of Saturdays, Sundays and

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General Holidays.

- (b) If lay-offs occur, providing a senior man is capable of performing another job, he shall be given the opportunity to take such a job.

An employee in one classification will be given the opportunity of displacing an employee with less seniority in another position provided the senior employee has the ability to perform the job.

Employees who bump to another job will be paid the wage rate for the new position.

Employees who accept a position under this Article shall have the right to reinstatement in their former position when such position becomes available. The job, in such instances, shall not be posted and the employee will be reinstated in his former classification.

- (c) A three year or more Apprentice with greater seniority shall not be laid off before a Journeyman with less seniority provided the ratio of Apprentice to Journeymen remains at the four (3) to one (1) ratio as provided elsewhere in this Agreement. Provided he can perform the required work.

8.05 Recall: A laid-off employee shall retain his seniority and recall rights with the Company for twenty-six (26) weeks.

8.06 When vacancies occur, the Company shall recall the laid-off employees according to their seniority and the principle of last man off, first man on, shall prevail subject to job classification and the ability, skills and qualifications to perform the work required.

The Company shall contact laid-off employees either personally, or by mail at the address and telephone number supplied by the employee. The Union will be informed by telephone or facsimile.

It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off.

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

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

8.09 Salaried employees hired from the ranks of Union members

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shall be allowed to maintain seniority rights for nine (9) months after moving into such position. An employee who has been transferred to management position, but goes back to his union position for any reason will not be allowed to change back to a management position in the course of the same Collective Agreement. Employees hired into a salaried position from the ranks of union members shall maintain their union dues during the aforementioned nine (9) month period.

**ARTICLE 09: GENERAL HOLIDAY PAY**

9.01

- (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 would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or on an employee's weekly day off.

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

1 Floater Day to be taken between January 1 and December 31 each year and any other statutory holiday proclaimed by the Federal and/or Provincial Government.

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 a Saturday and on a Sunday respectively, or on an employee's weekly days off, then the next two (2) work days shall be observed as holidays.

- (b) Without limiting the general application of sub-section 9.01(a) of this section but subject to the provisions contained herein, General Holiday pay provisions will prevail:
- (i) In order to qualify for Statutory Holidays, employees must have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday, or employees must have worked on at least two (2) of the seven (7) calendar days immediately preceding the holiday and one (1) day in seven (7) calendar days immediately following the holiday, unless the employee has been discharged for cause. An employee who has not qualified for a full day's pay shall be entitled to pro-rated Statutory Holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).

- (ii) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.
- (iii) General Holiday pay will not be paid to employees on W.C.B., Weekly Indemnity.
- (iv) General Holiday pay will not be paid to an employee on leave of absence in excess of fourteen (14) days.
- (c) Notwithstanding Article 9.01 (a) and (b) employees working shifts covered by Article 5.01, 5.02 and 5.04, if on an employee's scheduled day off may elect to be paid eight (8) hours, nine (9) hours or ten (10) hours pay for such holiday or elect to take another day off at a time mutually agreed to by the employee and the company and receive the applicable hours pay.

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

**ARTICLE 10: VACATIONS**

10.01 The Company shall give each employee an annual holiday in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
less than one (1) year	one day for each major fraction of a month worked to a maximum of ten working days	4%
one (1) year but less than three (3) years	2 weeks	4%
three (3) years but less than eight (8) years	3 weeks	6%
over eight years but less than 15 years	4 weeks	8%
Over 15 years	4 weeks + 1 day	8%

- (a) An employee shall receive two (2) weeks' vacation upon completing a term of one (1) year's service and each year thereafter up to three (3) year's service. He shall receive vacation pay for each vacation period four percent (4%) of

- his gross earnings for the work year immediately preceding the vacation period.
- (b) An employee shall receive three (3) weeks' vacation upon completing a term of three (3) year's service and each year thereafter up to eight (8) years' service. He shall receive as vacation pay for each vacation period six percent (6%) of his gross earnings for the work year immediately preceding the vacation period.
  - (c) An employee shall receive four (4) weeks' vacation upon completing a term of eight (8) year's service and each year thereafter up to fifteen (15) years. He shall receive as vacation pay for each vacation period eight percent (8%) of his gross earnings for the work year immediately preceding the vacation period.
  - (d) An employee shall receive four (4) weeks' plus one (1) day vacation upon completing a term of fifteen years of service. He shall receive as vacation pay for each vacation period eight percent (8%) of his gross earnings for the work year immediately preceding the vacation period.
  - (e) In the event of termination of service with the Company after an employee has had his vacation he earned for the previous year, he shall receive as vacation pay four percent (4%), six percent (6%) or eight percent (8%) as the case may be of his gross earnings he earned in the year in which he ends his employment for which no vacation has been paid.
  - (f) An employee's anniversary of employment date will govern his attainment of vacation entitlement. His vacation pay and time off will be adjusted from his anniversary date.
  - (g) Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and shall include all overtime payment, 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.
  - (h) The Company will provide two (2) weeks of the employee's vacation time in the summer months (June 15th to September 15th). If a dispute arises, vacation periods will be allocated on the basis of seniority.

Due to service requirements, unless authorized by the Company, only one (1) employee at a time will receive approval to take vacation during the period specified above.

The Company, starting on January 15th each year, will post a notice to inform the employees that by April 15th, all employees are to choose the date of their vacation. The

Company shall grant their requests according to seniority.

This schedule will be approved and posted by April 30th. Once approved by the Company, the schedule shall not be changed except by mutual agreement between the employee and the Company.

Employees requesting vacation after the Company has approved the vacation schedule shall be granted same on the basis of seniority but such employees shall not bump into vacation dates on the approved schedule.

In the event of lay-off and the employee is in receipt of his vacation pay, he may receive a vacation between May 15th and September 15th without pay in accordance with the vacation schedule. Any vacation shall be by mutual agreement between the management and the employee concerned.

- (i) 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.
- (j) Each employee shall be required to take the full annual holiday period that he is entitled to under the provisions of this agreement.
- (k) The entitlements of an employee under this section shall at no time be less beneficial than those he would be entitled to under the provisions of any Government legislation or any orders or regulations made there under.
- (l) 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;
- (m) Eligibility for vacations will be maintained and accumulated during absence due to:
  - (i) a compensable accident;
  - (ii) temporary illness or non-occupational accident not exceeding twenty-six (26) weeks;
  - (iii) lay-off within the right to recall period.

**ARTICLE 11: HEALTH, WELFARE & PENSION**

**11.01 Health and Welfare:**

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The Company shall provide and maintain the following coverage for its employees at no cost to such employees:

- (a) B.C. Medical and all benefits currently provided through National Life Policy #15614.
- (b) Group Life - Accidental Death Insurance
  - (i) \$40,000 Group Life  
**Effective September 1, 2007 change to \$45,000**
  - (ii) \$40,000 Occupational Accidental Death and Dismemberment (24 hour coverage)
- (c) Dental Plan - Policy 10763

The Dental Plan shall provide one hundred percent (100%) coverage on basic dentistry and fifty percent (50%) coverage on crowns, bridges and dentures. The Plan will also provide coverage for orthodontia at fifty percent (50%) of cost to a maximum of one thousand three hundred and fifty dollars (\$1,350.00) lifetime for employees with four (4) years or more of service.
- (d) Employee shall pay the premiums for Wage Indemnity on National Life Policy 15614 and the premiums for Long Term Disability on National Life Policy 10763. The current premiums as of September 1996 are as follows:
  - Wage Indemnity
  - Long Term Disability:
  - Lead Hand
  - Mechanic
- (e) An employee will be eligible for all the coverage as follows:
  - (i) B.C. Medical (a) last of month following date of employment.
  - (ii) Balance (b) (c) and (d) 1st of month following completion of probation period.

**Pension**

11.02

- (a) Effective September 1<sup>st</sup> 2003 the Company shall make contributions at the rates as set out in the following schedule for each hour for which wages are payable hereunder to each employee under the scope of this Agreement to the Operating Engineers' Pension Plan.

Pension Contributions

September 1, 2003	\$2.00 per hour
September 1, 2004	\$2.30 per hour
March 1, 2005	\$2.50 per hour

- (b) Pension contributions will commence and be payable on the first day of the month following commencement of employment. These contributions will be accumulated and held by the Company on the employee's behalf until the following occurs:
- (i) When the employee completes their probationary period, the accumulated pension contributions will be credited to the Pension Plan.
  - (ii) If the employee is terminated prior to the completion of their probationary period, the accumulated pension contributions will be paid to the former employee as an income adjustment on their final pay cheque.

11.03 The Company shall continue to contribute to the Operating Engineers' Pension Plan in accordance with the Collective Agreement for all bargaining employees covered by the Collective Agreement.

- (a) The Company is required to report on the forms provided by the Operating Engineers' Pension Plan.
- (b) Contributions must be forwarded by the Company to the Operating Engineers' Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.
- (c) The Pension Plan's auditor may inspect during regular business hours the Company's record of the time worked by employees and contributions made to the Plan.
- (d) Payments to the Pension Plan shall be made by cheque payable at par, to the Operating Engineers' Pension Plan at the Municipality of Burnaby, British Columbia.

## **ARTICLE 12: GENERAL PROVISIONS**

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

12.02 Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will co-operate by observing the simple rules of cleanliness.

12.03 Hand cleaner shall be supplied at all mechanical operations covered by this Agreement.

12.04

- (a) Coveralls: All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied, shall be of the proper size to fit the employee. There shall be at least four (4) changes available

each week to the employees involved, and field servicemen going out on calls shall have several extra sets of coveralls to take with them when they go out on such calls and the Company will continue the past practice when purchasing coveralls for new employees.

- (b) The Company shall provide thermal coveralls for field service work when winter conditions become severe.

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

12.06 Employees shall be allowed a minimum of five (5) minutes personal cleanup time each shift, such time to precede the end of the shift.

12.07

- (a) Shop Temperature: With the co-operation of employees, the Company will attempt to maintain shop temperatures above 50 degrees Fahrenheit during cold weather. The Company agrees not to require its employees to perform outside repair work in temperatures below -20 degrees Fahrenheit, unless adequate protection and some form of heat is provided.

Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.

The Company shall supply one (1) complete set of rain gear per year, including rubber boots, in a storage locker that shall be maintained (i.e. cleaning after using), by shop employees.

NOTE: It must be recognized that an understanding of this nature requires a high degree of co-operation between employees and the Company.

- (b) The Company shall endeavour to provide adequate plug-ins for block heaters on the Company premises at no cost to the employee.

12.08

- (a) Shop Stewards: 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 Steward. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

- (b) When the Company, for any reason, finds it necessary to terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.

- (c) Upon informing Management, an authorized agent of the Union shall have access to the company's premises during working hours for the purpose of adjusting disputes, investigating

working conditions and ascertaining that the Agreement is being adhered to in the operation. The Union confirms that there shall be no disruption of business operations and that a Company Representative may be present with the Union agent while the agent is on Company premises except when the agent is meeting an employee outside of working hours or during a scheduled rest period.

- (d) The Shop Steward shall be allowed reasonable time during working hours to carry out his duties. Performance of such duties shall not reasonably interfere with the employees work duties and responsibilities. Any employee being reprimanded by the Company **will have the Shop Steward in attendance.**

12.09

- (a) 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.
- (b) The Parties to this Agreement agree that during the term or extension thereof there shall be a ban on strikes by the Union and Bargaining Unit or lockouts by the Employer.

12.10 Customers shall be allowed to do minor repair, clean and grease their own trucks or equipment when mechanics are repairing their equipment on a prescribed work order.

12.11 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.

12.12 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 form until such application form has been sanctioned by the Union.

12.13

- (a) Tool Insurance: The Company shall provide, at its expense, tool insurance coverage to each eligible employee in the amount of the full value of each employee's tools. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, make for make. The insurance shall also cover the loss of the tool box. Each Employee will provide a brand name inventory of their tools on each anniversary date of the Agreement on a form to be supplied by the Company to be eligible for Tool Insurance. This should be kept up to date at all times.
- (b) Air Tool Repair and Torque Wrench Calibration Policy New

Employees: Upon hiring, the Service Manager may inspect a new serviceman's air tools to see if they are of a condition that would qualify for our tool repair policy. If these tools are marginal in terms of repairing, the new serviceman will be advised in writing that the Company will not participate in any repair expense.

If the tools are deemed to qualify for repair, repairs will only be paid for by the Company after the successful completion of the new Serviceman's probationary period.

- (i) Air Tools: The Company will pay for the full cost of repairs provided the air tool is one of the following brands:
- Snap On
  - MAC
  - Blue Point
  - Ingersol

Air tools other than these brands will be repaired at the Company's expense provided, in management's opinion, it is economical to repair. If it is not economical to repair, then the Company will pay the current value of the failed air tool only if the serviceman pays the additional cost to upgrade to a similar air tool of the brands noted above.

- (ii) Drill bits/taps/dies: Provided the serviceman produces a bit, tap or die that was broken on the job, the Company will provide a replacement at no charge.

- (iii) Repair costs of all other serviceman's hand tools are the employee's responsibility except where a tool is damaged by a necessary misapplication or modification as directed by management.

- (c) Other items currently being supplied by the Company will continue to be supplied.
- (d) Any air tools repaired or replaced under this policy are required to be available at all times for normal job functions.
- (e) The Company shall pay the cost of the employee's torque wrench calibration when necessary. If the torque wrench is determined to be not worth economical repair the company will pay the cost of calibration providing the employee purchases a replacement torque wrench. If the torque wrench is found to be economical to repair but needing more than a calibration the Company will pay the cost of the calibration providing the employee repairs the torque wrench.
- (f) Employees will receive the following amounts for tool purchase.
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Effective **September 1, 2006** the reimbursement will be increased to **two hundred and five dollars (\$205.00)** for Journeymen Mechanics and Welders and **effective September 1, 2007 the reimbursement will increase to two hundred and thirty dollars (\$230.00).**

Effective **September 1, 2006** the reimbursement for apprentices will be increased to **one hundred and eighty dollars (\$180.00)** **effective September 1, 2007 the reimbursement will increase to two hundred and five dollars (\$205.00).**

Mechanics, welders and apprentices shall replace their own tools broken in the normal course of the employee's duties. Journeymen mechanics and apprentices with less than twelve (12) months service prior to September 1<sup>st</sup> of each calendar year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company. Mechanics, welders and apprentices shall supply their own air wrench to include ½" drive.

12.14 Contracting Out: Where the Company's facilities, space and trained personnel are available, the Company will continue to have all work which is presently performed by its employees, performed by members of the bargaining unit.

12.15

(a) Leave of Absence:

(i) The Company shall allow time off work without pay for any employee: who is serving on a Union committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of this business.

(ii) No employee who acts within the scope of Article 12.15(a) shall lose his job or be discriminated against for so acting.

(b) (i) When an employee suffers an injury, whether on the job or not or suffers from any illness preventing him from reporting to work he will automatically be granted leave of absence until such time as his doctor states he can return to work.

(ii) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.

(c) If an employee desires a leave of absence for reasons other than those referred to in this section, he must obtain

permission, in writing, for the same from the Company, a copy to be supplied to the Union.

- (d) In any instances where an employee accepts other employment without the consent of management, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.

The Company and the Union agree in principle to eliminate the practice commonly referred to as moonlighting.

When this practice affects the Companies business or the employee's ability to perform his job, it may be cause for dismissal.

It shall be cause for dismissal for an employee to at any time offer or render his services in competition to those of the services offered by the Company to its customers.

#### 12.16

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

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

- 12.17 Technological Change: In the event the Company proposes the introduction of equipment in it's operations, requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an aptitude test, cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change. Failure on the part of the Company to comply with those provisions will automatically give cause for grievance.

The Company agrees to work with the Union and with Canada

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

12.18 Job Posting: In the event that a new job is created or a vacancy occurs or new equipment is installed in the operation, 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 section of this Agreement, shall receive such job.

12.19 Bereavement: If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: spouse, mother, father, brother, sister, children, step mother, step father, step brother, step sister, step children, mother-in-law, father-in-law, common law spouses, grandparents and grandchildren. If the employee affected does not attend or arrange services then he shall only be entitled to one (1) day as provided under this section. Sister-in-law and brother-in-law to be included if the employee attends funeral.

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

If an employee is employed on an afternoon or graveyard shift and attends upon jury duty, or if an employee is attending upon jury duty and becomes scheduled to commence work on an afternoon shift 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 as provided in this subsection. All jury duty pay 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 shall, subject to this section, make himself available for work before or after being required for such duty whenever practicable during his regular shift.

12.21 Dismissal or Improper Charges: When a charge is laid against

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

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

12.23 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) 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.
- (c) It is mutually agreed that a form shall be supplied the driver on which he 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.
- (d) When a driver reports a defect in equipment to his immediate supervisor he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the 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 out-going driver.
- (e) 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 over load 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 responsible for their own fines.

- (f) The Company shall supply a fire extinguisher and an adequate First Aid Kit for each service vehicle.
- (g) All vehicles used for off property services shall have proper VHF radio equipment with all channels or frequencies necessary for off-highway communication. The Company shall provide and maintain radios in good working condition. The Company shall not compel any driver to operate vehicles off-highway if radios are not working.
- (h) The Company shall provide and maintain a safety check communication system for employees who work alone or after hours.

12.24 The Company will provide welders' gloves and welders' aprons as required for shop and yard use. Hard hats will be issued by the Company for job use where required.

12.25

- (a) **Boot Reimbursement**: Upon completing one (1) year service and upon proof of purchase of Safety Boots an employee will receive: **Effective September 1<sup>st</sup>, 2006** an employee will receive **one hundred and sixty dollars (\$160.00)** per contract year. **Effective September 1<sup>st</sup>, 2007** an employee will receive **one hundred and seventy dollars (\$170.00)** per contract year. If unused this amount can be carried over to the next contract year to a maximum of **the two (2) contract years** to purchase a better quality of boots. This amount can also be used to rebuild an expensive pair of boots. Receipts must be supplied.
- (b) **Felt Pack**: All regular Field Service Mechanics or those who become regular Field Service Mechanics shall qualify December 1<sup>st</sup> of each year for **sixty-five dollars (\$65.00)** for Felt Packs. This amount can be carried over to the next year to a maximum of one hundred and thirty dollars (\$130.00). Receipts must be supplied.

12.26

- (a) **Severance Pay**: An employee who is terminated due to a closure of the plant or a department or automation or amalgamation there of shall receive in writing:
  - (i) After three (3) months consecutive employment one (1) weeks notice.
  - (ii) After one (1) years consecutive employment two (2)

weeks notice.

(iii) After three (3) years consecutive employment three (3) weeks notice, plus one (1) weeks notice and for each subsequent completed year of employment, an additional weeks notice to a maximum of eight (8) weeks notice.

Employees laid-off under Article 8 as a result of work are not entitled to any benefits of this Article.

(b) The period of notice shall not coincide with an employee's annual vacation.

12.27 The Employer shall have the right to establish, maintain and enforce reasonable house rules and regulations to assure orderly plant operation. The Employer shall furnish the employees and the Union with a copy of such rules and regulations and any future changes prior to said rules being enforced.

12.28 Only those employees set out in Schedule "A" and "B" are covered by this Agreement.

The intent is to allow the Company the flexibility to hire casual employees to perform non bargaining unit work.

#### 12.29 Prescription Safety Glasses

After twelve (12) months of employment each employee required to wear prescription safety glasses shall be reimbursed by the Company for the cost of replacement glasses up to a maximum of an additional **one hundred dollars (\$100.00)** once per year.

It there is no reimbursement in the year, the full amount can be carried forward and accumulated one (1) additional year. The accumulated amount can be used for a single claim. The money will be paid on a separate cheque.

### ARTICLE 13: GRIEVANCE PROCEDURE

13.01 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) Step A: The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Company within thirty (30) calendar days.
- (b) Step 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 writing, the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows:
- (i) 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.
  - (ii) The party receiving the notice shall within five (5) days appoint a member for the Board and notify the other party of its appointment.
  - (iii) The two 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 rights, benefits and privileges which he 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 would have enjoyed and accorded all rights, privileges and benefits which he would have enjoyed if he 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 Article, less any expenses

which the employee has incurred in order to earn the wages so deducted, AND PROVIDED 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 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 or 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 pursuant to and with all the powers provided by this Article.

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.

If an agreement is not reached under the provisions of Step B above, upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board, or other body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) days of appointment, the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company. The parties may agree that the recommendation rendered at this Step will be binding on both parties. If a solution is reached, this shall be final.

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 final and binding. All expenses incurred by the sole arbitrator shall be paid equally by the Parties. Each Party shall pay its own costs.

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

such an employee, only the reasons so set forth in writing, shall constitute cause. The twenty-four (24) hour periods in Saturdays, Sundays or General Holidays shall not be used as counting hours with regards to such written request.

Section 87 (1): Grievances pertaining to discharge and suspension will not be processed under Section 87 (1) of the Labour Relations Code of B.C. unless there is mutual agreement between the Parties.

If any adverse statements are to be put into any employee's personnel file, a copy of same shall be given to the employee (with a copy sent to the Union upon request), so the matter may be grieved if necessary.

If an employee's record is clear of any verbal or written warnings for a period of twelve (12) months, the warnings shall be removed from the employee's record. However all suspensions shall remain on the employee's record permanently and may be considered in all future discipline. Employees' personnel files shall be available to the employee or the Union upon request.

### **13.02 CANADIAN JOINT GRIEVANCE PANEL**

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance panel process as outlined in Appendix " " that is attached to and forms part of, this Agreement. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

### **ARTICLE 14: SAVINGS CLAUSE**

14.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule 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.

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

14.03

- (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 the 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 grievance procedure.

#### **ARTICLE 15: DURATION**

##### 15.01

- (a) This Agreement shall be in full force and effect from **September 1, 2006 to and including August 31, 2008** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date **August 31, 2008** or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- (b) **Subject to the last sentence in this Article, the parties agree to extend this contract from September 1, 2008 to August 31, 2009. On or before August 31, 2008 the parties will attempt to agree on a wage rate for the final year of the contract. If the parties cannot agree to a wage package within thirty (30) calendar days then there will be no extension and the contract will have expired as per 15.01(a).**

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

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

SIGNED AT PRINCE GEORGE, B.C. THE \_\_\_\_ DAY \_\_\_\_\_ 2006.

**INLAND DIESEL LTD.**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115**

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**INLAND DIESEL LTD.**

**APPENDIX "A"**

CLASSIFICATION		Sept 1/06	Nov 1/06	Nov 1/07	Sept 1/08 Wage Reopener
Journeyman HDM		\$28.75	\$29.41	\$30.23	
Probation Period @	85%	\$24.44	\$25.00	\$25.69	
Handyman, Lubeman, Shop helper (steam clean, start trucks, sales dept., assist journeyman as required).	45%	\$12.94	\$13.23	\$13.60	
<b>Certified</b> Welder/Fabricator		\$28.75	\$29.41	\$30.23	
<b>Certified Trailer Mechanic</b>		\$24.44	\$25.00	\$25.69	

Students are exempt from coverage under Articles 8 and 11 and the Pension.

- (a) When an employee is designated as **First Aid** man by the company he shall receive **fifty cents (.50¢)** per hour above his classification. All costs of maintaining a First Aid Ticket to be paid for by the company.
- (b) When an employee is designated as a Shop Lead Hand he shall receive one dollar and fifteen cents (\$1.15) per hour above the highest paid man in the shop.
- (c) When an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification.
- (d) When a new job classification is introduced which is not included in the list of classifications in this Schedule, the Company and the Union shall promptly negotiate a wage rate for such classification.

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.

- (e) **Lubeman position is an entry level position. The parties agree that for this classification only the probationary period shall be one hundred and twenty (120) days.**

Signed at Prince George, B.C. the \_\_\_ day of \_\_\_\_\_ 2006.

INLAND DIESEL LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**INLAND DIESEL LTD.**

**APPENDIX "B"**

**B:01 APPRENTICES**

- (a) All Apprentices employed by the Company may be indentured to the Operating Engineers Apprenticeship Plan within sixty (60) days of commencing his apprenticeship.
- (b) The length of an Apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the Provincial Apprenticeship Branch or in this Schedule.
- (c) A ratio of one (1) Apprentice shall be allowed for **every (3) Journeymen**.
- (d) **Registered Apprentices who, as a requirement of their Apprenticeship, attend school, shall be paid regular wages based on a forty (40) hours per week while attending school, less the Government grant.**
- (e) An Apprentice having served his required time and having passed any necessary examinations will automatically be classified as a Journeyman.
- (f) The wage rate for an Apprentice shall be based on a percentage of the Journeyman's wage rate and where applicable the following scales shall apply:
  - 1st 6 months - 50% of Journeyman rate
  - 2nd 6 months - 55% of Journeyman rate
  - 3rd 6 months - 60% of Journeyman rate
  - 4th 6 months - 65% of Journeyman rate
  - 5th 6 months - 70% of Journeyman rate
  - 6th 6 months - 75% of Journeyman rate
  - 7th 6 months - 80% of Journeyman rate
  - 8th 6 months - 90% of Journeyman rate
- (g) An Apprentice shall not receive further percentage increments without having passed the required training modules and having served his required time on the job.
- (h) The Parties hereby agree that apprentices indentured to the said Apprenticeship program are required to pass all prescribed courses in order to be paid as per Appendix "B".
- (i) The Employer shall be responsible for the pre-authorized/registration of benefits through Human Resources Development Commission.
- (j) The Employer shall be responsible for tuition fees subject to

the successful completion of schooling.

Signed Prince George, B.C. the \_\_\_\_ day of \_\_\_\_\_ 2006.

INLAND DIESEL LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**Letter of Understanding #1**

**Between**

**INLAND DIESEL LTD.  
(the "Employer")**

**And**

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

The parties agree that any employee hired before January 1<sup>st</sup> 1997 will not be required to work the shift schedule of article 5.02(c).

Signed at Prince George, B.C. the \_\_\_\_\_ day of \_\_\_\_\_ 2006

**INLAND DIESEL LTD.**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115**

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