

COLLECTIVE AGREEMENT

BETWEEN

HUB FIRE ENGINES & EQUIPMENT LTD.

AND

TEAMSTERS LOCAL UNION No. 213

June 1st, 2006 - May 31st, 2009

**DON MCGILL
Secretary-Treasurer**

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

3. UNION SECURITY AND DISPATCH PROCEDURES

- (a) The Union recognizes the right of the Employer to hire whomever they choose subject to the seniority provisions contained herein. The Employer shall, however, give the Union an opportunity to refer suitable applicants by phoning the Union at the time the Employer will be hiring new employees.
- (b) All employees shall be required to be a member of the Union as a condition of employment with the Employer.

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.

4. DEDUCTION OF DUES, ETC.

- (a) 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.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary- Treasurer of the Union, any monthly dues, fees 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 shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function.
- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) 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, up to a maximum of one (1) year unless extended by mutual consent of the Parties.

- (d) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.
- (e) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time if possible.
- (f) In case of death in the immediate family, the employee affected shall be granted leave of absence with full pay for three (3) days and a further two (2) days without pay if required.

Immediate family means: husband, wife, mother, father, children, sister and brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren and step parents.

- (g) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.
- (h) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union so wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize one (1) Shop Steward and one (1) Alternate selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- (d) The Union will advise the Employer of the identity of all Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours,

without loss of pay.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) The Employer shall provide and maintain for each employee, free of charge, with the following:
 - (i) One (1) pair of coveralls every two weeks. Four (4) spare pair of coveralls shall be provided on a bi-weekly basis.
 - (ii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
 - (iii) Earplugs - as required.
 - (iv) The Employer shall provide a safety shoe allowance of one hundred and thirty-five dollars (\$135.00). The allowance shall be paid every year on the employee's anniversary date of employment.
 - (v) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.

- (b) If, the Employer requires or uses any outside services such as Watchmen, Garbage Disposal, Gases, Trucking, etc., it shall be a company having an agreement with the Teamsters Union, provided prices are competitive and provided that Article One (1) is not violated.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board. The Employer shall be responsible for the posting of an up to date Seniority List.

9. CONFLICTING AGREEMENT

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.

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.

10. PROTECTION OF RIGHTS

The Employer shall not require any Union member to cross a legal picket line.

The Employer shall not require any Union member to accept any products, goods or services from any person or employees of any person with whom a Union has a legal picket or placard line around or against, to handle or to deliver any product or goods to any person, or employees of any person with whom a Union has a **legal** picket or placard line around or against, unless the **non-use** or **failure to handle** of such products prevent the Employer from continuation in business. The Employer will endeavour to find a substitute product in such a case.

11. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, or another company, limited or otherwise, is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.
Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.
- (b) The Steps of the Grievance Procedure shall be as follows:
 - STEP I** The employee, with the Shop Steward, shall take his grievance up with the Plant Manager or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.
 - STEP II** Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein. Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP III The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP IV The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties, regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 24 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within five (5) calendar days of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the five (5) calendar days to be exclusive of Saturdays, Sundays or General Holidays.
- (f) 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. In any case two (2) years from the date of occurrence, such statement shall be deleted from the employee's file.

13. JOB POSTING, ETC.

- (a) In the event that a classified job becomes vacant or a job classification is created in Wage Categories III, IV and V of Appendix "A", the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job shall receive such job. If there is a dispute as to whether any employee has the ability to perform the job in question, he shall be placed on such job to determine whether or not he has the ability.

For classified job vacancies or new job classifications in Wage Categories I and II of Appendix "A", the employee posting into such position must have basic qualifications, i.e. a working knowledge of the skilled position applied for.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to ninety (90) days, and if found unsatisfactory shall be returned to his former position without loss of seniority.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.

- (c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.

14. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall not introduce or implement any technological change until and unless:
 - (i) The Employer has given three (3) months' notice in writing to the Union of its intention to introduce a technological change; (a change in tender specifications shall not be considered technological change).
 - (ii) The Employer has given first opportunity to the employees then on the payroll through the Job Posting Procedure, to receive training required by such technological change;
 - (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.

15. SEVERANCE PAY

- (a) Employees with six (6) months or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business shall receive termination pay of two (2) weeks' pay where the employee has completed six (6) months of employment and after completion of three (3) years employment one (1) additional week's pay for each subsequent completed year of service up to a maximum of eight (8) weeks pay, at the rate of pay the employee was receiving on the date of termination.

The above shall not apply when an employee resigns or retires.

- (b) Severance pay may not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months. Should any employee accept the severance pay prior to the six month period, he shall forfeit recall rights.

16. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than five (5) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments.

Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.

- (c) Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than two (2) working days from the date the Employer's payroll official is notified of the error.
- (d) The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

17. ANNUAL VACATIONS

- (a) No later than February 1st of each year the Employer shall post a Vacation schedule indicating whether or not a two (2) consecutive week Plant shutdown will occur during the months of July and/or August specifying which two (2) weeks. In the event the Employer does not schedule a two (2) week shutdown then no later than February 15th of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his or her vacation on such list at a time same is desired, and such request must be completed by April 30th of each year. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer.

Vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the right to decide whether their vacations shall be in one (1) period or split. If employees so choose, their vacations must be given between May 15th and September 1st of each year.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- (c) Employees who complete one (1) year and up to five (5) years as an employee shall receive two (2) consecutive weeks' vacation each year with eighty (80) hours' pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have completed five (5) years and up to ten (10) years as an employee shall receive three (3) consecutive weeks' vacation each year with one hundred and twenty (120) hours' pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (e) Employees who have completed ten (10) years and up, as an employee shall receive four (4) weeks' vacation each year with one hundred and sixty (160) hours' pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.

- (f) When an employee has been paid a minimum of fifteen hundred (1500) hours in his calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations with pay as above set forth. If less than fifteen hundred (1500) hours have been paid, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (g) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (h) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, and has not been paid over fifteen hundred (1500) hours, he shall only receive four percent (4%), six percent (6%) or eight percent (8%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (i) Prior to an employee going on his vacation, the Employer 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 (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commissions or anything of a monetary value received from the Employer on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.

18. GENERAL HOLIDAYS

- (a) All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) hours or ten (10) hours at their applicable rate at the time of taking such holiday, plus any shift premiums he would normally be entitled to:

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

To be eligible for the above General Holidays an employee must have:

- (i) worked ten (10) days in the last thirty (30) calendar days of the General Holiday, and
- (ii) worked his last scheduled shift before the General Holiday and his first scheduled shift after the General Holiday (see Letters of Understanding #1 and #2).

In the event an employee is on layoff and meets the above requirements, he shall be eligible for a maximum entitlement of one (1) General Holiday.

- (b) If during the life of this Agreement the Federal or Provincial Government

declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.

- (c) Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours shall, in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that shift.
- (d) It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.
- (e) An employee shall be paid for each General Holiday even if it falls on his weekly days off, Annual Vacation, Jury Duty, or Bereavement Leave. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he chooses.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge.

If an employee quits the Employer may withhold payment for five (5) calendar days.
- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current and a copy must be supplied to the Union every six (6) months and one (1) copy posted on the Bulletin Board.
- (b) Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- (c) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided the Senior employee has the present ability to perform the job required with familiarization but without training.
- (d) Seniority shall be lost if an employee:

- (i) Voluntarily leaves the employ of the Employer, or
 - (ii) Is discharged for cause, or
 - (iii) After a layoff, fails to report for work for three (3) working days after being recalled by telephone and registered letter, or
 - (iv) If absent without leave for three (3) working days without legitimate reason, or
 - (v) Is on continuous layoff for six (6) months.
- (e) There shall be a probationary period of sixty (60) working days.
- (f) There shall be a mandatory retirement at age sixty-five (65). The Company may extend continued employment beyond, at their option.

21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each employee shall be guaranteed eight (8) hours work each day, provided he commences work at the start of his shift, with a half (1/2) hour off for lunch and two (2) paid fifteen (15) minute breaks. The work week shall be Monday to Friday inclusive.

The above guarantee will not apply for shutdowns beyond the control of the Employer, i.e. Acts of God or power failures. Employees reporting to work under these circumstances will be guaranteed four (4) hours with pay unless notified not to report to work prior to commencement of their shift.

- (b) Any time worked in excess of eight (8) hours per day Monday to Friday inclusive shall be paid at time and one-half (1 1/2) for the first three (3) hours and double time (2X) the rates of pay thereafter.
- (c) All time worked on the sixth (6th) day, Saturday, shall be paid at the rate of time and one-half (1 1/2) with an eight (8) hour guarantee, and all time worked on the seventh (7th) day, Sunday, shall be paid at the rate of double (2X) time, with a minimum of four (4) hours guarantee.
- (d) Any employee called back to work after his scheduled shift has been completed, and he has left the premises, shall be paid a minimum of two (2) hours' pay at the rate of double (2X) time.
- (e) All daily shifts shall be scheduled in advance and a schedule posted on the Notice Board showing the hours of work and the established rest breaks and no split shifts shall be allowed at any time. For layoffs of five (5) working days or less the Employer shall give layoff notice by the end of the last shift. For layoffs of over five (5) working days a three (3) day layoff notice shall be given prior to the commencement of the layoff.
- (f) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed equally

amongst those employees concerned who normally perform such work.

- (g) The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours' advance notice prior to such shift change becoming applicable or eight (8) hours' pay in lieu thereof.
- (h) Every employee should have a minimum of ten (10) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of ten (10) full hours elapses, he shall be paid at overtime rates of double time for the entire shift that he is called in to work before he has received his full ten (10) hour break. No employee shall be permitted to resume work on his own accord until ten (10) full hours have elapsed.
- (i) Where shift work is in operation, it is agreed that all employees in such job classification involved shall be rotated on each of the shifts every four (4) week period.

Employees working on other than a day shift shall receive a thirty-five cent (35¢) shift premium for all hours worked. The premium shall not be used in overtime calculations.

- (j) All employees working with tools shall be allowed reasonable time during working hours to return tools, parts, etc. to the Stores or Crib before the end of each shift.
- (k) All employees engaged in "dirty work" (i.e. work in which an employee gets dirty to the point where he would require a longer washup period to get clean), such employee shall receive a paid five (5) minute washup period. All other employees shall receive a paid two (2) minute washup period.
- (l) Overtime afforded the senior employee able to do the work may be refused provided a junior employee capable of performing the work can be required to work the overtime.
- (m) Employees shall have the option of having overtime deposited to an R.R.S.P.

22. LUNCH AND REST PERIODS

- (a) No employee shall be worked longer than four (4) hours with an uninterrupted minimum half (1/2) hour off during the regular daily shift, exclusive of rest periods. During the first daily shift, this break will commence at 12:30 P.M. and end at 1:00 P.M. (thirty [30] minutes).

- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in the first half of his daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1 1/2) hours from the commencement of each half of an employee's work shift. If an employee works more than two (2) hours overtime, he shall be given a fifteen (15) minute paid break.
- (c) Afternoon shift shall receive lunch and rest periods as follows:
 - 15 minutes after two (2) hours
 - 30 minutes after four (4) hours
 - 15 minutes after six (6) hours
- (d) The five (5) minute warning buzzer will not be sounded at coffee break times provided the employee is back at his work station by the end of the break.

23. COMPENSATION COVERAGE

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.

24. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as outlined in Article 12 herein.

25. INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to all areas of the Employer's establishment during working hours.

26. SANITARY FACILITIES, ETC.

- (a) The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) The Warehouse and Plant shall be adequately heated and ventilated subject to the responsibility of the employees.

27. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each vehicle.
- (b) Any employee who considers that any equipment, or practice being carried on within the premises is unsafe shall have the right to refuse to work with such equipment or under such conditions provided it is brought to the immediate attention of the Supervisor.
- (c) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.
- (d) An employee if qualified in the Bargaining Unit shall be designated as a First-Aid Attendant on each shift. First-Aid Attendants shall be paid the remuneration listed below in addition to their hourly rate of pay:

Level III Ticket	-	45¢ per hour
Level II Ticket	-	35¢ per hour
Level I Ticket	-	25¢ per hour

Any employee who takes a First-Aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses, provided he successfully completes the course (receipts must be presented).

28. BONDING

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.

29. MANAGEMENT

The Union agrees that the Employer has the exclusive right and

power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, to make rules and regulations agreed to by the Union.

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

30. HEALTH AND WELFARE PLAN

(a) Effective no later than December 1st, 1988, the Employer shall provide the following benefits for all employees:

- (1) Life Insurance and A.D. & D. \$25,000.00
- (2) Medical Services Plan of B.C.
- (3) Extended Health Care.
- (4) Dental Plan - Part A - 100% (Basic Dentistry)
- Part B - 50% Restorative, Crowns, etc.
- Part C - 50% Orthodontia \$1,500.00
financial limit per insured per year.
Dental Fee Schedule to be current.
- (5) Vision Care - Effective June 1, 1998, fifty percent (50%) of vision care costs for employee and dependants. Effective June 1, 2003, fifty percent (50%) of eye exam costs once every two (2) years for employees and dependants. Employer to pay directly to employee upon receiving receipts.
- (6) The Employer will not provide a Weekly Indemnity Benefit.
- (7) The Employer shall pay one hundred percent (100%) of the Health and Welfare Plan premiums effective May 31st, 1996
- (8) The Employer shall provide a LTD plan with a monthly benefit of \$2,000.
The employee shall pay 100% of the LTD premium.

Eligibility: 1st of the month following completion of the probationary period.

(b) If an employee is laid off, he shall maintain Health and Welfare benefits for one (1) month following the month the employee is laid off. When the laid off employee returns, he shall be covered from the first of the month following the date of recall.

(c) The Employer will not provide any paid sick days.

31. ARTICLE HEADINGS

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

this Agreement.

32. TRANSPORTATION

No employee shall use his car on Employer business.

33. MEDICAL EXAMINATIONS

- (a) 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.

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

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

- (b) 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.
- (c) 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.

34. TRUCK MAINTENANCE AND SAFETY

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) A form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy. Such trucks shall not be operated until the defect has been rectified.
- (d) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.

35. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto, and forming part of this Agreement.
- (b) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.
- (c) When an employee is temporarily removed from his regular work for over two (2) hours he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.

36. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

37. GENDER

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

38. TOOLS

- (a) The Employer shall provide an adequate amount of insurance to cover all employees' tools both in and away from the premises up to \$12,000.00. An inventory shall be taken to determine the amount of insurance needed.
- (b) The Employer shall replace broken tools, if required,

tool for tool, brand for brand.

- (c) The Employer shall provide free of charge, power tools for the shop.

39. LOSS OF BENEFITS

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits shall suffer a reduction of wages or increase in hours worked per week or loss of benefits, because of the adoption of this Agreement.

40. SAFETY COMMITTEE

There shall be a Safety Committee established in accordance with Workers' Compensation Board regulations and the Union shall receive a copy of the minutes of each meeting.

41. RRSP PLAN

- (a) Effective June 1, 2006 each employee shall be enrolled in an RRSP Plan.
- (b) Effective June 1, 2006 each employee shall have two percent (2%) of their gross hourly earnings deposited into their RRSP.
- (c) Effective June 1, 2007 each employee shall have three percent (3%) of their gross hourly earnings deposited into their RRSP.

- (d) Effective June 1, 2008 each employee shall have four percent (4%) of their gross hourly earnings deposited into their RRSP.

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

DATED AT Vancouver, British Columbia, this day of November, 2006.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

WAGE CATEGORY

RATES PER HOUR

JOB CLASSIFICATIONS	EFFECTIVE		
	JUNE 1/06	JUNE 1/07	JUNE1/08
I Service Wage Rate	\$25.99	\$27.29	\$28.65
II Electrician	22.52	23.66	24.84
Plumber	22.52	23.66	24.84
Painter	22.52	23.66	24.84
Welder/Fabricator	22.52	23.66	24.84
Shipper, Receiver, Purchasing	22.52	23.66	24.84
CWB Ticketed Welder	23.25	24.41	25.63
III Body Prepman	20.59	21.62	22.70
Shearing, Forming & Notching	20.59	21.62	22.70
Shipper, Receiver/Stockroom	20.59	21.62	22.70
IV Assembler	17.74	18.63	19.56
V General Help	12.5013.13	13.79	
VI Cleanup	10.30	10.82	11.36

Wage Categories I, III and IV to have a twelve (12) month wage progression.

Wage Category II to have an eighteen (18) month wage progression.

Wage Category V and VI no wage progression.

Wage progression is to be based on six (6) month time intervals with the starting 0 - 6 month time period to be paid at 70% of the top rate listed. The remaining time period to be based on equal percentage increases; i.e.

CATEGORY I, III and IV

0 - 6 months	- 70%
6 - 12 months	- 85%
Thereafter	- 100%

CATEGORY II

0 - 6 months	- 70%
6 - 12 months	- 80%
12 - 18 months	- 90%
Thereafter	- 100%

An employee shall be given credit for previous experience.

Lead Hand to receive 50¢ above classified rate of pay.

Charge Hand to receive \$1.00 above classified rate of pay.

If an employee is sent out of the shop on a service contract, then he shall be paid the Serviceman's rate.

If an employee is sent out on Warranty work, then he shall receive living out allowance of receipts submitted if he is required to stay overnight. A one dollar (\$1.00) per hour premium shall also be paid.

Current employees receiving more than the above classified rates shall receive 25¢ in addition to their rate and henceforth be grandfathered until the established rate equals or becomes higher than their rate.

NOTE: In the event that the Company is sold, each Union employee would be paid \$1,000.00.



