

COLLECTIVE AGREEMENT

NATIONAL TRUCK CENTRE INC. (d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)
(Annacis Island Branch)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

AUGUST 1, 2006 to AUGUST 31, 2007

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AGREEMENT BETWEEN:

NATIONAL TRUCK CENTRE INC. (d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)
918 Cliveden Avenue, Annacis Island
Delta, B.C. V3M 5R5

(hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter called the "Union")

PARTY OF THE SECOND PART

WITNESSETH: that the parties hereto agree as follows:

ARTICLE 1: OBJECTS

- 1.01 (a) The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- (b) The purpose of this Agreement is to establish conditions which result in quality services. The parties to this Agreement are committed to customer service and the success of the Company in the marketplace.
- (c) For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 2: DURATION

- 2.01 This Agreement shall be in full force and effect from and including August 1, **2006** to and including **August 31, 2007** 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, 2007**, 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.
- 2.02 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 strike, or the Company shall lockout or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 2.03 The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

ARTICLE 3: DEFINITION OF EMPLOYEE

- 3.01 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 Schedule "A" attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

ARTICLE 4: BARGAINING AGENCY

- 4.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of ***National Truck Centre Inc. (d.b.a. Pacific Coast Heavy Truck Group)***, employed at the place(s) set out in the certificate(s) of bargaining authority and at any other premises opened or taken over by the Company in British Columbia.
- 4.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 4.03 Union Security - 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.
- 4.04 New Employees - 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.
- 4.05 Check-Off - 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 check-off for that month has not been remitted to the Union, it shall be added to that check-off; 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.

The Company shall ensure that a new employee meets with the Shop Steward upon hiring.

ARTICLE 5: HOURS OF WORK AND OVERTIME

- 5.01 (a) Day Shift - The standard work day shall consist of eight (8) hours. Starting time to be between 7:00 a.m. and 8:00 a.m. The standard work week shall consist of forty (40) hours, Monday to Friday. Any changes to the starting times to be by mutual agreement.

- (b) **Tuesday to Saturday Shift:** - The standard work day shall consist of eight (8) hours. Shift starting time shall be between 7:00 a.m. and 8:00 a.m. The work week shall consist of forty (40) hours, Tuesday to Saturday. Effective November 1, 2006, a premium of one dollar (\$1.00) per hour shall be paid. Sunday and Monday shall be the regular days off for those on this shift, and any work they perform on these days shall be paid at overtime rates.

Note: Article 5.09 (b) shall apply to Monday.

- 5.02 **Second Shift:** - If a second shift is employed, the hours of work shall be eight (8) hours of work between the hours of 3:30 p.m. and 12:00 midnight, and, effective November 1, 2006, a shift premium of one dollar (\$1.00) per hour shall be added on to the classified hourly rate, for all hours worked in the week.
- 5.03 **Third Shift:** If a third shift is required, it will be negotiated with the Union and agreed prior to the implementation.
- 5.04 **Lunch Period:** - Each shift shall have a half-hour lunch period at mid-shift.
- 5.05 **Shift Change:** - The Company shall give the employee forty-eight (48) hours' notice prior to changing of shifts.
- 5.06 **Shift - Transfer of Employee:** - When it is necessary for an employee to be transferred from one shift to another shift, said shifts will continue for a minimum of three (3) consecutive normal working days, or the overtime rates as provided for in this Agreement will apply.
- 5.07 **Shift - Start and Stop Times:** - If an employee is working on the second or third shift and is unable to start the shift on time and/or to complete the shift, then the hourly rate for such an employee shall be computed by dividing the employee's total pay for a regular full shift by the applicable total number of hours he would be required to work to qualify for a full second or third shift, multiplied by the actual hours worked.
- 5.08 **Rest Between Shifts:** - 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 the time taken from the shift to make up the eight (8) hour break.

- 5.09 (a) **Work Before Regular Shift:** - 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.
- (b) **Work After Regular Shift:** - An employee called back to work after shift end shall receive a minimum of two (2) hours' pay at the prevailing overtime rates.

- 5.10 (a) Overtime: - All hours worked outside of the standard work hours, outside the established shift hours and outside the standard work week shall be considered overtime and shall be paid at the rate of time and one-half (1-1/2) for the first two (2) hours of overtime and any scheduled work day up to an aggregate of six (6) overtime hours in any week. Any overtime hours in excess of these shall be paid at double time.

Clarification: An employee on Monday to Friday shift who has not worked overtime Monday to Friday but is called to work on Saturday would be paid six (6) hours at time and one-half (1-1/2) and two (2) hours at double time for an eight (8) hour work day on Saturday.

- (b) Work on Sunday and General Holidays: - Double time for all hours worked on a Sunday or on any General Holiday listed in Article 10, or day observed as such under the terms of this Agreement except those employees on Tuesday to Saturday shift. This double time is in addition to any General Holiday pay an employee may be entitled to under other provisions of this Agreement.
- (c) Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a six (6) minute unit basis. If an employee works any part of a six (6) minute unit, he shall receive credit for time worked for that full six (6) minute unit.

- 5.11 (a) Work Day Guaranteed: - Subject to the exceptions set forth in this section, any employee reporting for work shall be guaranteed that days hours of work at his regular job or pay equivalent, provided that if there are insufficient hours of work available at the employee's regular job, the employee shall perform such other work as may be assigned to him to qualify for such pay.

The provisions of this section shall not apply:

- (i) In case of shutdown necessitated by emergencies that are completely beyond the control of the Company;
- (ii) If the employee voluntarily quits.
- (b) Call Time: - An employee called to work on a Saturday, a Sunday or on a General Holiday, (or days observed as General Holidays) shall receive a minimum of four (4) hours' pay at the prevailing overtime rates.
- (c) The provisions of this section shall not apply if an employee voluntarily quits or lays off, or is discharged for proper cause.

- 5.12 Work Through Regular Lunch Period: - Where an employee, at the direction of the Company, is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.

- 5.13 Overtime Not Part of Daily Guarantee: - 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.

5.14 Accidents - Pay to Employees: - Employees involved in an accident while on the job shall receive eight (8), **ten (10), eleven (11), or twelve (12)** hours' pay at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practicable.

5.15 Overtime - Voluntary: - All overtime shall be on a voluntary basis. When overtime becomes necessary, the Company will 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.

5.16 When employees are being worked on two (2) or more shift schedules and where a majority of the employees request it they shall rotate shifts.

5.17 Overtime Meal:

Employees who work beyond two hours past the end of their regular shift per day shall receive a maximum of one-half (1/2) hour's pay for time off to eat a meal.

The Company shall pay the cost of such a meal to a maximum allowance of thirteen dollars (\$13.00).

5.18 Banked Overtime:

It is mutually agreed that overtime may be banked. 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 eighty (80) hours straight time maximum. All overtime worked thereafter shall be paid at the appropriate rate to said employee. Banking of overtime may be cancelled by either party upon ninety (90) days written notice. Banked overtime is definitely not to be taken in the June to August holiday period unless acceptable to the Company.

All unused banked overtime must be paid out at the end of the Company's fiscal period. That is, no banked time can be carried over a fiscal year end.

Banked overtime may be used to minimize lay-offs. Selection of employees to use banked time off shall first be on a voluntary basis, and secondly according to reverse seniority, subject to the efficient operation and service requirements of the business.

Banked hours may be withdrawn by an employee in whole or in part at their regular rate at time of withdrawal. In the event an employee also wishes time off, such time will be by mutual agreement and subject to the efficient operation and service requirements of the business.

Banked hours 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.

ARTICLE 6: MANAGEMENT RIGHTS

The Union recognizes and agrees that:

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

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.01 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:

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.

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.

If the procedures set forth in Step A and Step 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, then either

- (a) by mutual agreement between the parties the grievance may go before the Canadian Joint Grievance Panel, or
- (b) the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows:
 - 1. The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
 - 2. The party receiving the notice shall within five (5) days appoint a member for the Board and notify the other party of its appointment.

3. The two 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 the authority to order the Company to pay less than the full amount of wages lost.

The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.

If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this 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.

Step C 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.

- 7.02 Grievance - Time Limit: - 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 regard to such written request.

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.

Employee's personnel files shall be made available to the employee or the Union upon request.

ARTICLE 8: SENIORITY

- 8.01 Seniority List: - The Company shall at least once every six (6) months, post in a conspicuous place on its 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 Probationary Period:
- (a) When a new employee is hired, it is agreed that he shall be on probation for ninety (90) 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.
 - (b) There shall be a review on the thirtieth (30th) calendar day and the sixtieth (60th) calendar day. A copy of this review shall be given to the Shop Steward.
- 8.03 Employee - Re-employment: - 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 Lay Offs: - In the event of layoffs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification. The Company shall give **at least** forty-eight (48) hours' notice on layoffs, **exclusive of Saturdays, Sundays and General Holidays**.
- 8.05 If layoffs 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.

A one (1) year or more Apprentice with greater seniority shall not be laid off before a Journeyman with less seniority provided the ratio of Apprentice to Journeyman remains at the four (4) to one (1) ratio as provided elsewhere in this Agreement. Provided he can perform the required work.

- 8.06 Seniority Retention: - A laid-off employee shall retain his seniority and recall rights with the Company for twelve (12) months after the date of layoff.
- 8.07 Recall: - When vacancies occur, the Company shall rehire laid-off employees according to their seniority and the principle of last man off, first man on shall prevail. The Company shall make personal contact with laid-off employees.
- 8.08 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.
- 8.09 Job Promotions: - When new jobs are available, wherever possible, the Company will promote employees to a better paying job; seniority, qualifications and ability to be considered.
- 8.10 Employees who leave the bargaining unit to accept a job with the Company in some other capacity shall be allowed a six (6) month trial period whereby they could come back into the bargaining unit during this six (6) month period shall maintain and accumulate their seniority providing they have maintained their membership in the Union during this period.
- 8.11 If an employee is laid-off for a period that exceeds his right to recall as provided for in the Seniority provisions of this Agreement and that employee has a minimum of six (6) months service with the Company, he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Upon completion of three (3) years' employment, an additional weeks' pay shall be paid for each additional year of employment up to eight (8) years. Such an employee may elect to accept termination pay under the provisions of this Section before the end of his right to recall period, but in so doing shall forfeit all seniority rights accruing to him under the Agreement, by reason of his term of service with the Company.

ARTICLE 9: VACATIONS

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

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
<i>Less than one (1) year</i>	<i>one (1) day for each major fraction of a month worked to a maximum of ten (10) working days</i>	4%
One (1) year but less than three (3)	2 weeks	4%
Three (3) years but less than ten (10)	3 weeks	6%
Ten (10) years but less than fifteen (15)	4 weeks	8%
Fifteen (15) years but less than twenty-five (25)	5 weeks	10%
Twenty-five (25) years and over	6 weeks	12%

9.02 Calendar Year: - For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of eighteen hundred (1800) hours for which wages are payable in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth.

Employees who work less than eighteen hundred (1800) hours shall be paid as the case may be, four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of their gross earnings for the work year immediately preceding the vacation period.

9.03 Vacation Pay On Termination: - 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%), eight percent (8%), ten percent (10%), or twelve percent (12%) as the case may be of his gross earnings in the year in which he ends his employment for which no vacation has been paid.

9.04 Vacation Pay - Statement of: - 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 vacation pay, the total of the employee's gross earnings for the years of service for which he is receiving his vacation and how the vacation pay was calculated; i.e. on a percentage or hourly basis.

9.05 Vacation Period: - If an employee so requests, 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.

9.06 Vacation Entitlement: - In any year that an employee becomes entitled to an additional vacation upon reaching his anniversary date of employment, he will be entitled to one (1) week's vacation with pay at that time.

9.07 Vacation - Anniversary Date: - 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.

- 9.08 Vacation Schedule Change: - 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.
- 9.09 Vacations - Requirement to Take: - Each employee shall be required to take the full annual holiday period that he is entitled to under the provisions of this Agreement.
- 9.10 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 thereunder.
- 9.11 Vacation Eligibility: - 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.
- 9.12 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) due to layoff within the right to recall period;
 - (v) with authorized leave of absence of six (6) months, provided they have maintained their membership in the Union.

ARTICLE 10: GENERAL HOLIDAYS

10.01 The Company shall give to each employee a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or on an employee's weekly day off. The designated General Holidays shall be:

New Year's Day	Good Friday	B.C. Day	December 24
Labour Day	Victoria Day	Remembrance Day	Christmas Day
Thanksgiving Day	Boxing Day	Canada Day	

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

10.02 General Holiday - Saturday and Sunday:

- (a) 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) The exception to the above may be for Christmas Day, Boxing Day and New Year's Day only if any of these days fall on a weekend, the Company shall have the option of providing an alternate day(s) for those employees required to work the days immediately following the weekend. The alternate day shall, by mutual agreement, be either the last working day prior to the holiday or the Friday following the holiday.

10.03 General Holiday Pay Will Be Paid: - Without limiting the general application of sub-section (a) of this section, but subject to the provisions contained herein, General Holiday pay provisions will prevail:

- (a) where an employee is off work due to sickness, quarantine or an accident provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability;
- (b) where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs;
- (c) where the employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.

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

ARTICLE 11: WAGES

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

11.02 Payment of Wages: - ***The Company shall, every second Friday or another designated pay day, 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. In the event that an employee is laid off, the Company shall pay such employee not later than ***the next*** business day after he ceased to be an employee of the Company, all wages, ***salary***, and holiday pay earned by such employee, excluding authorized deductions.

11.03 Pay Statement: - 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 therefrom. The statement shall also show the total wages for the pay period and the total deductions therefrom.

11.04 Time Slips: - An employee shall be required to fill out time slips daily if the Company so requests.

11.05 Off Property Premium: - The Company will pay a premium of **one dollar (\$1.00)** per hour for all time spent on Company business off Company property.

Overtime **rate** shall not apply to the **said premium pay**.

The off property premium **does not include pick-up or delivery of parts or trucks**.

11.06 Construction Rates:

(a) 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 the actual hours worked on the construction site.

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

ARTICLE 12: TRANSPORTATION AND EXPENSES

12.01 (a) Employees required to report for work outside the Vancouver area who do not return daily, shall be paid all their transportation, accommodation and meal expenses.

(b) All time spent driving or riding in a motor vehicle to and from such job or jobs shall be considered as time worked and overtime provisions shall apply.

12.02 Employee Vehicles: - No employee shall be allowed to use his motor vehicle on Company business.

ARTICLE 13: GENERAL PROVISIONS

13.01 Injury Report: - 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.

13.02 Washroom Facilities: - 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.

13.03 Hand Cleaner: - Hand cleaner shall be supplied at all mechanical operations covered by this Agreement.

13.04 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 three (3) 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 call.

- 13.05 Lunch Room: - The Company will provide a suitable lunch room for the employees.
- 13.06 Rest Periods: - 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.
- 13.07 Clean-Up: - Employees shall be allowed a minimum of five (5) minutes personal clean-up time each shift, such time to precede the end of the shift. The Company shall provide a five (5) minute warning whistle.
- 13.08 Shop Steward:
- (a) The Union may select or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. 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, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
 - (d) Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.
 - (e) The Shop Steward shall be allowed reasonable time to take up grievances during working hours without loss of pay.
- 13.09 Picket Line:
- (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 Union reserves the right to render assistance to other labour organizations. It shall not be considered a violation of this Agreement for an employee to refuse to work with a non-Union workman or workmen.
- 13.10 Supervisors and Office Personnel Do Not Work: - No supervisors or office personnel will be allowed to use hand tools or carry out work which would be normally done by employees in the bargaining unit, except in the instructing or training of employees.
- 13.11 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 will not fill out the required bonding application form until such application form has been sanctioned by the Union.

13.12 Tools:

- (a) The Company shall provide, at its own expense, tool insurance coverage to each eligible Journeyman and Apprentice. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, at no cost to the employer due to a breakin or fire.

Each employee will provide a brand name inventory of his tools on a form supplied by the Company to be eligible for tool insurance. Such tool insurance includes coverage on an employee's tool box.

Where an employee has warranty on a broken tool, he will first attempt to claim such warranty.

- (b) ***Effective September 1, 2006, journeymen mechanics and mechanic apprentices with twelve (12) months' service shall receive four hundred and sixteen dollars (\$416.00) per agreement year for each employee who files with the Company a detailed tool inventory in excess of one thousand dollars (\$1,000.00) of tools necessary to perform his duties. When an employee who is eligible under this program has purchased tools in excess of seventy-five dollars (\$75.00), he must to be compensated by the Company, submit once each Agreement year, an expense account with paid invoices attached.***

(c) Air Tool Repair Policy

- (1) 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 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.

- (2) Existing employees – air tools will be paid for the full cost of repairs provided the air tools are necessitated by the use of the air tools on Company business.

- (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
Ingersoll Rand
C/P

- (ii) Repair costs of all Serviceman's hand tools are the employee's responsibility except where a tool is damaged by a necessary misapplication or modification.

- (3) Other items currently being supplied by the Company will continue to be supplied.
- (4) Any air tools repaired or replaced under this policy are required to be available at all times for normal job functions.

13.13 Safety Boots:

Effective September 1, 2006, the Company shall, during each Collective Agreement year (September 1st to August 31st), reimburse each employee to a maximum of **one hundred and forty-five dollars (\$145.00)** for the purpose of safety boots or shoes. A proof of purchase must be presented in order to receive reimbursement.

Any unused amount may be carried forward to the following year.

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

13.14 Leave of Absence:

- (a) (i) The Company shall allow time off work without pay for any employee who is serving on a Union committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (a) (ii) No employee who acts within the scope of this sub-section 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 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.
- (b) (ii) When any 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 instance 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.

13.15 Union Notices: -

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political

information. The right is reserved 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) A copy of the Agreement;
 - (ii) Welfare Plan Provisions.

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

The Company will post the seniority list in the tool crib room or the mechanics' lunch room.

13.16 Technological or Procedure Changes: - In the event the Company proposes the introduction of equipment in its 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 these provisions will automatically give cause for grievance.

13.17 Job Posting, etc.: - In the event that a new job is created, or any job becomes vacant, 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.

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

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

(b) Jury Duty: - All time lost by an employee due to necessary attendance on jury duty, or acting as a witness or any court proceedings arising out of his employment, or subpoenaed as a witness, (provided such court action is not caused by the employee's private affairs) or in completing his driver's test 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 or acting as a witness and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty or acting as a witness as provided in this sub-section. 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.

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

- 13.19 Dismissed or Improper Charges: - When a charge is laid against an employee, such charge arising while the employee was acting within his scope of employment with the Company, and such charge is dismissed or held improper by a court of competent jurisdiction or on an appeal taken therefrom, the Company shall pay the employee at his regular rate for the time loss due to attendances on his legal counsel and any court appearances. The Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred. Prior to the employee taking steps to defend himself he shall consult the General Manager of the Company to determine which legal firm should be used.
- 13.20 Article Headings: - The article headings shall be used for purpose of reference only, and may not be used as an aid in the interpretation of this Agreement.
- 13.21 Truck Maintenance and Safety: - It is to the mutual advantage of both the Company and the employees, that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by law. The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management and in respect thereto the Company agrees as follows:
- (a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
 - (b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes.
 - (c) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all vehicles shall have adequate heaters, windshield wipers and defrosters installed.
 - (d) It is mutually agreed that a form shall be supplied the driver on which he must report defects in equipment with sufficient copies so that the driver may retain a

copy and so that the head office of the Company will have a copy of this report on file.

- (e) When a driver reports a defect in equipment, he 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.
 - (f) The Company shall not compel any driver to operate a vehicle which weighs in excess of the legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers who of their own accord, operate with an overload may be subject to discipline and responsible for their own fines.
 - (g) The Company shall supply a fire extinguisher and an adequate First Aid Kit for each service vehicle. Each uncovered service vehicle shall be equipped with a tarpaulin.
- 13.22 (a) Company Supplied Work Clothes: - The Company will provide rubber clothes, rubber boots, welders' gloves and welders' aprons as a tool crib item for shop and yard use. Hard hats will be issued by the company for service vehicles. Safety glasses shall be supplied.

The Company shall provide proper lockers for employees to put their personal belongings.

13.23 Severance:

In the event of amalgamation, permanent closure of the plant, or a department thereof, or automation, causing an employee to lose his employment with the Company, the Company hereby agrees to pay severance pay to such an employee provided the employee has a minimum of two (2) years' service with the Company. Severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:

One (1) week's pay for each year of service with the Company to a maximum of fourteen (14) weeks.

In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of Article 8.11 of this agreement, request and receive payment of such pay.

- 13.24 Outside Personnel - Training: - Customer employees, dealers, dealer employees and any others which the Company deems in its interest to provide training, are to be allowed to work in the shop with or without remuneration, receive instructions, training and work in whatever capacity is needed under the specific program that they are on, so long as no member of the regular employee group is displaced.

13.25 Work Outside Company: - No employee shall undertake any work outside the Company premises which could be construed in any way as competitive with the Company. Violation of this will result in immediate dismissal of employee(s) involved.

13.26 Union/Management Joint Consultation: - On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

13.27 Education for Upgrading:

- (a) The Company agrees to consider the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work. Upon successful completion the cost of Tradesmen Qualification course and exam will be paid by the Company. The Company will be consulted prior to the employee incurring the obligation.
- (b) The Company shall pay for all authorized industrial first-aid courses as well as all required refresher courses for designated first-aid attendants. Where an employee cannot attend weekend or evening classes, due to shift scheduling, The Company shall pay the employee for all hours missed while attending First Aid courses.
- (c) From time to time off site training will be available. Those attending will be paid their regular wage rate for all hours including transportation. Overtime rates and off property premiums shall not apply. where possible all travel will take place during the regular work week. All reasonable travel expenses, including meals and accommodations, shall be paid by the Company; employees shall be required to submit a travel expense form related to such expenses.
- (d) In offering training opportunities in (c) above, the Company will normally post the opportunity for such training for five (5) working days, outlining the requirements for the training. Seniority, qualifications and ability shall be the determining factors in selecting applicants. Seniority shall be the governing factor if there is more than one qualified applicant.
- (e) In house training will be provided, as per the current practice, on the employee's own time. Attendance shall not be mandatory.

13.28 Driver's Abstract

All employees agree to provide a letter of permission to the Company to obtain a copy of their drivers abstract once per year.

ARTICLE 14: MEDICAL – INSURANCE – DENTAL - PENSION

14.01 Health and Welfare:

1. The Company shall provide coverage which shall at no time be less than set out in Group Insurance Plan Equitable Life Assurance Policy #96775.

The Company shall pay one hundred percent (100%) of the cost of the group insurance plan.

- (a) Medical - B.C. Medical Plan with extended health benefits.
- (b) Weekly Indemnity Insurance - Sickness and Accident Insurance shall be payable on the first day of disability due to an accident and on the sixth day of disability due to sickness for a period of seventeen (17) weeks maximum.

The Company agrees to maintain weekly indemnity insurance at five hundred dollars (\$500) per week.

- (c) Group Life - Accidental Death Insurance:

Delete reference to "Dependent Life".

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

- (i) Two times (2x) annual earnings to a maximum of \$200,000.
- (ii) Two times (2x) annual earnings to a maximum of \$200,000. (24 hours a day, 365 days per year)

- (d) Eye Glass Coverage:

The Company shall provide eye glass coverage to the maximum of two hundred dollars (\$200.00) in any twenty-four (24) month period including dependants.

- (e) Dental Plan:

The Plan shall provide eighty percent (80%) coverage for basic dental care and fifty percent (50%) of prosthetics, crowns and bridges to the maximum amounts:

Basic	90%
Major	50%
Orthodontia	50%

Maximum Amounts:

Basic	Unlimited
Major Restorative	\$2,000.00 per calendar year per person
Orthodontia	\$1,500.00 per person per lifetime (includes employee and spouse)

- (f) An employee will be eligible for all the coverage outlined in (a), (b), (c), (d) and (e) as provided in Equitable Life Assurance Policy #96775.

- (g) Long Term Disability:

The Company shall provide a Long Term Disability Plan in compliance with Equitable Life Assurance Policy #96775.. Premiums shall be paid by the employee and deducted monthly.

Amount: 66.67% of the first \$3,000 of monthly earnings plus 45% of the remainder to a maximum of \$3,500 or 85% of your pre-disability take home pay, whichever is less.

Paramedical: \$25.00 per visit maximum.

14.02 Bridging of Benefits:

When an employee is injured on the job then the Company shall pay the employee at the WCB rates (e.g. 67%) until the WCB claim commences. Under circumstances where a claim is not accepted as a WCB claim, any monies paid out to the employee under this Article shall be reimbursed to the Company through payroll deductions. Recovery shall be at a reasonable rate and not to exceed ten percent (10%) of the employee's gross pay per pay period. Before implementing a payroll deduction as provided herein, the Company will give the Union a copy of the official WCB claim denial.

14.03 Pension Plan:

The Company shall make contributions at the rate of two dollars and twenty cents (\$2.20) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan:

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

Contributions must be forwarded by the Company to the Operating Engineers' Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

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

ARTICLE 15: SAVINGS CLAUSE

15.01 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.

15.02 (a) If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If

the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

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

Signed this _____ day of _____, 2007.

NATIONAL TRUCK CENTRE INC.
(d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

SCHEDULE "A"

<u>CLASSIFICATIONS</u>	<u>Aug. 1, 2006</u>
Commercial Transport	\$27.96
Journeyman Automotive	\$24.03
Trailer Mechanic	\$21.71
Shop Helper	\$11.77

PREMIUMS:

Effective November 1, 2006:

Lead Hand: **\$1.50** above highest classification

First Aid: **\$0.50**

Maximum of 2 Yard Shop Helpers

A.01 Apprentices:

- (a) The length of an apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the Provincial Apprenticeship Branch.

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

- (b) Any registered Apprentice who, as a requirement of his apprenticeship, attends school shall be paid his regular wages by the Company, based on a forty (40) hour week while attending school. This pay shall only apply for up to a maximum of six (6) weeks in each calendar year and the amount of any Government grant received by such an Apprentice shall be deducted therefrom.

- (c) An Apprentice, having served his required time and having passed any necessary examinations presented by the Apprenticeship and Industrial Training Branch of the Department of Labour and those recognized manufacturer's examinations required by the Company will automatically be classified as a Journeyman.

The required Company examinations will be given approximately the same time as the Government examinations.

- (d) The number of Apprentices employed shall not exceed the ratio of one (1) Apprentice to each four (4) Journeymen.

- (e) The wage rate for an Apprentice shall be based on a percentage of the Journeyman's wage rate and where applicable the following scale shall apply:

APPRENTICE RATES - 4 YEAR CONTRACT

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

- (f) Effective date of ratification, the Company shall make contributions at the rate of two cents (\$0.02) per hour for which wages are payable hereunder, to each employee within the scope of this Agreement, to the Operating Engineers Apprenticeship Board, 4333 Ledger Avenue, Burnaby, B.C. V5G 3T3.
- (g) E.I. Sub Plan – The Employer shall be responsible for the pre-authorization/ registration of benefits payable through Human Resources Development Commission.
- A.02 First Aid Man: - **Effective November 1, 2006**, when an employee is designated as First Aid Man by the Company he shall receive **fifty cents (\$0.50)** per hour above his classification.
- A.03 Lead Hand: - **Effective November 1, 2006**, when an employee is designated as Lead Hand by the Company he shall receive **one dollar and fifty cents (\$1.50)** per hour above the highest classification under his supervision. A Lead Hand is an employee who is able and willing to instruct others in the performance of their work, or who, because of exceptional skill and ability or the nature of his work, is so recognized by the Company and may be held responsible for the quality and quantity of work.
- A.04 Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification.
- A.05 New Job Classification or Wage Rate: - 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.

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.

A.06 Sick Leave

Effective January 19, 2007, employees shall be entitled to accrue sick leave credits based on one and one-third (1 1/3) hours per month accumulative to a maximum of thirty-two hours.

Employees with more than two years' seniority on date of ratification shall be credited with thirty-two hours in their sick leave bank. Employees with less than two years' seniority on date of ratification shall be credited with 1 and one third hours of sick leave for each month of service with the Employer.

A new employee shall not receive sick leave credits until he has been in the employ of the Company for ninety (90) calendar days.

The Company shall, to the extent sick leave credits are available, pay to an employee who reports sick on a regular work day, the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work and reduce his sick leave credits by the number of hours that he would have normally worked.

Sick time shall be subject to the following provisions:

- (a) Sick time shall be granted for an employee's personal use only.**
- (b) An employee who reports sick during any day will have his sick leave allotment reduced by the number of hours not worked during the day.**
- (c) Sick time is not to be used for any other purpose other than legitimate illness.**
- (d) All absence due to an illness of a duration of more than two (2) scheduled work days shall require a doctor's certificate to an employee's department manager.**
- (e) It is the responsibility of an employee to immediately notify his department supervisor of absence due to illness. If there is no notification, absence may be considered without pay.**
- (f) A committee of three (3) comprised of an employee's supervisor, department manager and a business representative of the Union, shall rule on any contingencies not covered by these provisions.**
- (g) In computing time served with the Company for the purpose of determining eligibility for sick time with pay, it will be governed by an employee's commencement date with the company.**
- (h) An employee that is found to have taken sick time other than for legitimate illness may be terminated immediately.**
- (i) The day before and the day after a General Holiday or long weekend will not be used as a sick day.**
- (j) Sick time shall not attract premiums.**

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

NATIONAL TRUCK CENTRE INC. (d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: SUNDAY SHIFT SCHEDULE

- (a) The Sunday shift shall be four (4) consecutive days - Friday, Saturday, Sunday and Monday with three (3) consecutive days off.

The hours of work shall be 7:30 a.m. to 6:00 p.m.

Effective November 1, 2006, the base premium shall be **one dollar and twenty cents (\$1.20)** per hour for all hours worked which shall attract overtime.

There shall be one (1) thirty (30) minute unpaid lunch and two (2) fifteen (15) minute paid rest breaks.

- (b) The Company shall post vacancies on the Sunday Shift Schedule for four (4) weeks. All shifts shall be awarded in accordance with seniority. Where there are insufficient volunteers to fill this schedule, then the Company may fill the vacancies with the most junior qualified employee.
- (c) Statutory Holidays that fall on regular days off shall be observed on the last shift. Statutory Holidays that fall on working days shall be observed on those days. Statutory Holidays shall be ten (10) hours' pay and will attract appropriate shift premiums.
- (d) The Company shall grant employees on this shift two (2) hours off with pay where a Union Vote is to be conducted on a Sunday.
- (e) This document may be reviewed at three (3) month intervals and any amendments shall be made as authorized by the undersigned.

Signed this _____ day of _____, 2007.

NATIONAL TRUCK CENTRE INC.
(d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

NATIONAL TRUCK CENTRE INC. (d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: FOUR (4) DAY SCHEDULE

- (a) This schedule shall consist of four (4) consecutive days on followed by four (4) consecutive days off.

The hours of work shall be 7:30 a.m. to 6:00 p.m.

Employees must give four (4) weeks' notice to move off this shift and the Company must give four (4) weeks' notice prior to cancelling this shift.

Effective November 1, 2006, the base premium shall be **one dollar (\$1.00)** per hour for all hours worked which shall attract overtime.

There shall be one (1) thirty (30) minute unpaid lunch and two (2) fifteen (15) minute paid rest breaks.

- (b) The Company shall post vacancies on the Four Day Schedule for four (4) weeks. All shifts shall be awarded in accordance with seniority. Where there are insufficient volunteers to fill this schedule, then the Company may fill the vacancies with the most junior qualified employee.
- (c) Statutory Holidays that fall on regular days off shall be observed on the last shift. Statutory Holidays that fall on working days shall be observed on those days. Statutory Holidays shall be ten (10) hours' pay and will attract appropriate shift premiums.
- (d) The Company shall grant employees on this shift two (2) hours off with pay where a Union Vote is to be conducted on a Sunday.
- (e) This document may be reviewed at three (3) month intervals and any amendments shall be made as authorized by the undersigned.
- (f) **Make up days: (voluntary)**
- (i) **Employees shall have the option to make up days in a contract year at straight time.**
- (ii) **It shall be the responsibility of the employees to request to work a make up day.**

- (iii) An employee can request to work between five (5) and ten (10) hours on a make up day, starting and finishing at any time during normal business hours up to a maximum of two hundred and forty (240) hours.**
- (iv) If an employee gives the Company forty-eight (48) hours notice for requesting a make up day, they will not be denied provided another employee has not requested the same day and time period.**

Signed this _____ day of _____, 2007.

NATIONAL TRUCK CENTRE INC.
(d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #4

BY AND BETWEEN:

NATIONAL TRUCK CENTRE INC. (d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: TWELVE HOUR SHIFTS - SERVICE

This shift shall consist of three (3) consecutive days followed by four (4) consecutive days off.

This shift shall rotate on a four (4) week cycle. Any changes to this shift schedule can only be changed by mutual agreement of the employees working this shift.

Day Shifts:

- 1. Sunday, Monday, Tuesday***
- 2. Thursday, Friday, Saturday***

Start and stop times will be negotiated upon implementation of these shifts.

Any changes to the above shift times shall only be made by mutual agreement with the Union.

- 1. Volunteers shall have the opportunity to fill the three (3) day schedule on the basis of seniority and qualifications.***
- 2. If the Company cannot obtain sufficient volunteers to fill the requirements for this shift then the Company may fill these positions with new hires. No employees hired prior to date of ratification shall ever be required to work this shift.***
- 3. The Company shall post vacancies of this schedule for four (4) weeks.***

Where the vacant positions is not filled by the posting procedure then the Company may fill the vacancies with the most junior qualified employees of the new employees hired after date of ratification.

Employees may not bump into this schedule except as provided in Article 8 Seniority.

- 4. There shall be a one-half hour (1/2) unpaid lunch break at mid-shift and four (4) fifteen (15) minute coffee breaks at two (2) hour intervals.***
- 5. Where an employee is requested to work overtime in conjunction with his twelve (12) hour shift, the overtime shall be paid at double time. The Company shall pay***

employees called in on their regular days off at time and one half (1 1/2) to an aggregate of six (6) hours in a week, thereafter double time shall be paid. Worked General Holidays do not apply to the six (6) hour aggregate.

6. *The premium shall be one dollar and fifty cents (\$1.50) for which all hours are paid. This premium shall be paid on General Holidays.*
7. *Replacements on this schedule shall be on a voluntary basis, with the most senior employee to be given the vacant position. Where the vacant position is not filled by the posting procedure, then the Company may fill the vacancy with the most junior qualified employees or with new employees hired after date of ratification. Employees may not bump into this schedule except as provided in Article 8 Seniority.*
8. **General Holidays**
 - (a) *All General Holidays shall be observed and twelve (12) hours plus premiums, if applicable shall be paid.*
9. **Make up days: (voluntary)**
 - (a) *Employees shall be entitled to work up to 208 make up hours in a contract year at straight time.*
 - (b) *It shall be the responsibility of the employee to request to work a make up day.*
 - (c) *An employee can request to work between five (5) to eleven (11) hours on a make up day, starting and finishing at any time during normal business hours.*
 - (d) *If an employee gives the Company forty eight (48) hours notice for requesting a make up day, they will not be denied provided another employee has not requested the same day and time period.*
10. *Employees shall receive twelve (12) hours pay for sick days while on this shift.*
11. *All other terms and conditions of the Collective Agreement shall apply.*

Signed this _____ day of _____, 2007.

NATIONAL TRUCK CENTRE INC.
(d.b.a. PACIFIC COAST HEAVY TRUCK GROUP)

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

