

AGREEMENT BETWEEN:

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

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Duration: September 1, **2007** to August 31, **2010**

## TABLE OF CONTENTS

ARTICLE 1: OBJECTS .....	1
ARTICLE 2: DURATION .....	1
ARTICLE 3: DEFINITION OF EMPLOYEE.....	2
ARTICLE 4: BARGAINING AGENCY .....	2
ARTICLE 5: HOURS OF WORK AND OVERTIME .....	2
ARTICLE 6: MANAGEMENT RIGHTS .....	5
ARTICLE 7: GRIEVANCE PROCEDURE.....	6
ARTICLE 8: SENIORITY .....	8
ARTICLE 9: VACATIONS.....	9
ARTICLE 10: GENERAL HOLIDAYS .....	12
ARTICLE 11: WAGES .....	13
ARTICLE 12: TRANSPORTATION AND EXPENSES.....	13
ARTICLE 13: GENERAL PROVISIONS .....	14
ARTICLE 14: HEALTH, WELFARE AND PENSION PLANS.....	22
ARTICLE 15: SAVINGS CLAUSE .....	24
SCHEDULE "A" .....	25
LETTER OF UNDERSTANDING #1 .....	30
LETTER OF UNDERSTANDING #2.....	31
LETTER OF UNDERSTANDING #3.....	32
LETTER OF UNDERSTANDING #4.....	33
LETTER OF UNDERSTANDING #5.....	34
LETTER OF UNDERSTANDING #6.....	<b>Error! Bookmark not defined.</b>
LETTER OF UNDERSTANDING #7 .....	35
LETTER OF UNDERSTANDING #8.....	37
LETTER OF UNDERSTANDING #9.....	39
LETTER OF UNDERSTANDING #10.....	<b>Error! Bookmark not defined.</b>
INDEX BY SUBJECT .....	i

AGREEMENT BETWEEN:

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

(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 September 1, **2007** to and including August 31, **2010** 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, **2010**, 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., employed at the place(s) set out in the certificate(s) of bargaining authority and at any other ***truck dealership or service repair premises other than full maintenance lease locations opened or taken over by the Company within the "Lower Mainland". The "Lower Mainland" is defined as that area of British Columbia which is west of the eastern boundary of Hope, BC; south of the northern boundary of Whistler, BC; east of the Georgia Strait; and north of Canada-US border.***
- 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 checkoff; i.e., if the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.

The Company shall insure that a new employee meet 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 September 1, 2007**, a premium of **one dollar and thirty-five cents (\$1.35)** 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.

5.02 Second Shift: - **Effective September 1, 2007**, 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 a shift premium of **one dollar and thirty-five cents (\$1.35)** 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.

**Effective September 1st, 2008, five (5) work days' notice will be required.**

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 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.

5.08 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 if voluntary. He shall receive a minimum of four (4) hours' pay if involuntary, 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 for the first two (2) hours of overtime of any scheduled work day up to an aggregate of **four (4)** overtime hours in any week. Any overtime hours in excess of these shall be paid at double time.

- (b) Clarification: An employee on Monday to Friday shift who has not worked overtime Monday to Friday but is called in to work on Saturday would be paid **four (4)** hours at time and one-half and **four (4)** hours at double time for an eight (8) hour work day on Saturday.
  - (c) Work on Sunday and General Holiday: - 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.
- 5.11
- (a) An employee who reports for work at the start of the standard work week shall be guaranteed full pay for the balance of the standard work week. The forty-eight (48) hour notice of lay-off provided in the Seniority Section of this Agreement shall take precedence when an employee is laid off on a Thursday. He would work Friday and Monday and by working Monday is not entitled to full pay for that week.
  - (b) An employee recalled at any time during the standard work week shall be guaranteed full pay for the balance of the standard work week.
  - (c) If an employee of his own volition does not report for his regular shift or shifts, then the weekly minimum five (5) shift pay base shall be reduced to the number received by subtracting the number of shifts from base 5.
  - (d) Subject to the daily pay guarantees of this Agreement, any employee who is unable to start or to complete the work week because of sickness or accident, shall only receive pay for the days worked.
  - (e) An employee reporting for work on his regular shift shall receive a minimum of eight (8) hours' pay at his regular rate, less time deducted for being late.
  - (f) 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.
  - (g) 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 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) **Emergency breakdown calls or call outs will be offered starting from the top of the overtime list and working down the list. The first person that accepts the call out shall perform the work in question. The overtime shall be determined on a quarterly basis by voluntary sign up. Should an employee refuse overtime on three successive occurrences, the company shall have the right remove the employee from the overtime list until the next voluntary quarterly annual sign up. The overtime list shall be established based on seniority. Employees that have signed up for a overtime may remove their name from the list at any time if they are not available to work and then sign up again when they are available.**

(c) **Scheduled overtime shall be offered from the top of the overtime list down.**

5.16 Overtime - Calculation of: - If the Company has a time clock when an employee works overtime his time worked shall be calculated on a six (6) minute period time clock calibration. 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.

5.17 When employees are being worked on two (2) shifts, they shall be carried out on a weekly rotating basis through the bargaining unit in the required classification.

The Company shall continue its practice of allowing employees to exchange shifts provided the employees involved have the requisite ability to perform the work on the other shift. All requests for shift changes shall be given due consideration.

5.18 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 **fifteen dollars (\$15.00)**. **Employees shall be reimbursed on the following payday. Receipts for reimbursement must be received by the company within two (2) weeks of the date the overtime was worked.**

## 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.
- 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 providing a senior man is capable of performing another job.

The Company shall contact laid off employees either personally or by registered mail at the last address or telephone number supplied by the employee. If the Company has difficulty in contacting the employee the Company shall notify the Union.

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

- 8.08 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 two (2) years' service with the Company, he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept layoff 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 this 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:

YEARS OF CONTINUOUS SERVICE	VACATION PERIOD	VACATION PAY
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4%
1 year but less than 3 years	2 weeks	4%
3 years but less than 8 years	3 weeks	6%
<b>8 years but less than 12 years</b>	<b>4 weeks</b>	<b>8%</b>
<b>12 years but less than 15 years</b>	<b>4 weeks plus one (1) days pay or</b>	<b>8.4%</b>
<b>15 years but less than 16 years</b>	<b>4 weeks plus two (2) days pay or</b>	<b>8.8%</b>
<b>16 years but less than 17 years</b>	<b>4 weeks plus three (3) days pay or</b>	<b>9.2%</b>
<b>17 years but less than 18 years</b>	<b>4 weeks plus four (4) days pay or</b>	<b>9.6%</b>
<b>18 years but less than 20 years</b>	<b>5 weeks</b>	<b>10%</b>
<b>20 years but less than 21 years</b>	<b>5 weeks plus one (1) day's pay or</b>	<b>10.4%</b>
<b>21 years but less than 25 years</b>	<b>5 weeks plus two (2) days' pay or</b>	<b>10.8%</b>
<b>25 years but less than 27 years</b>	<b>5 weeks plus three (3) days pay or</b>	<b>11.2%</b>
<b>27 years or more</b>	<b>5 weeks plus four (4) days pay or</b>	<b>11.6%</b>

- 9.02 Calendar Year: - Employees shall be paid as the case may be, four percent (4%), six percent (6%), eight percent (8%), **eight and four one-tenths percent (8.4%), eight and eight-tenths percent (8.8%), nine and two-tenths percent (9.2%), nine and six-tenths percent (9.6%),** ten percent (10%), **ten and four-tenths percent (10.4%), ten and eight-tenths percent (10.8%), eleven and two-tenths percent (11.2%), or eleven and six-tenths percent (11.6%)** 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%), **eight and four one-tenths percent (8.4%), eight and eight-tenths percent (8.8%), nine and two-tenths percent (9.2%), nine and six-tenths percent (9.6%),** ten percent (10%), **ten and four-tenths percent (10.4%), ten and eight-tenths percent (10.8%), eleven and two-tenths percent (11.2%), or eleven and six-tenths percent (11.6%)** 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 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.

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

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

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

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

- 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 **the additional day or days** 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 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.
- 9.09 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.
- 9.10 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 exceeding six (6) months.
- 9.11 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;
  - (iv) with authorized leave of absence of six (6) months, provided they have maintained their membership in the Union.
- 9.12 Banking 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 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 year. That is, no banked time can be carried over a fiscal year end.

Banked time 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 operating needs 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 operating needs 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 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 no 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	<b><i>Anniversary of employee's date of hire</i></b>

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

10.02 ***General Holiday on Scheduled Day Off: In the event a General Holiday should fall on an employees scheduled day off, the employee shall observe the General Holiday either on his next scheduled work day following the General Holiday, or on the last scheduled work day prior to the General Holiday by mutual agreement. Choice of days off will be offered by seniority. Where there is no mutual agreement, the General Holiday shall be observed on the employee's next scheduled work day.***

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

- (a) where an employee is off work due to any circumstances for which he is eligible to receive compensation under the Workers' Compensation Act, provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday;
- (b) 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;
- (c) 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;
- (d) 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: - **Effective September 1, 2007** the Company will pay a premium of **two dollars and fifty cents (\$2.50)** 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) When employees are sent for training they shall be paid all their transportation, accommodation and meal expenses.

Overtime will not be paid on training programs.

- (b) Employees required to report for work outside the Langley to Vancouver area who do not return daily, shall be paid all their transportation, accommodation and meal expenses.
- (c) Travel time and waiting time during the employee's regular shift hours, will be paid at straight time. Travel time authorized by the Company or the customer, outside the employee's regular shift hours, will be paid for at the prevailing overtime rates up to a maximum of eight (8) hours in any twenty four (24) hour period. All travel time and waiting time on Saturday, Sunday and any General Holiday will be paid for at the prevailing overtime rates to a maximum of eight (8) hours in any twenty four (24) hour period.

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

- (d) Travel time at the prevailing overtime rates shall be paid outside the regular hours of work for those employees travelling in Company or rented trucks or cars. Time and one half (1 1/2) will apply when an employee is travelling by a public carrier or to and from a public carrier.
- (e) Air Travel Insurance:

It is the responsibility of the Employer to provide air travel insurance of one hundred and five thousand dollars (\$105,000.00) coverage for any loss which occurs as a result of travel in an aircraft owned, leased or rented by the Employer.

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

12.03 Jobs Away From Home:

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

## **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. The Company will supply cotton coveralls as required and work shirts for the parts department.
- 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 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.
- 13.08 Picket Line: - 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.
- 13.09 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.

13.10 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.

13.11 Tools:

- (a) The Company shall provide, at its 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 employee.

Each employee will provide a brand name inventory of his tools on each anniversary date of the agreement 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, **2007**, journeymen mechanics and mechanic apprentices with twelve (12) months service shall receive **four hundred and twenty-five dollars (\$425.00)** 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.

Effective September 1, **2009**, this allowance shall be increased to **four hundred fifty dollars (\$450.00)**.

(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.
- d) *The Company shall pay the cost of repairs to specialty tools purchased after the date of ratification, such as torque wrenches, meters, etc., or supply all specialty tooling.***

13.12 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.

13.13 Leave of Absence:

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

13.14 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 of the mechanics' lunch room.

13.15 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.

13.16 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.

13.17 (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, sister in law, **grandmother or grandfather**, 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, 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.

- 13.18 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.
- 13.19 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.
- 13.20 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.
- 13.21 (a) Company Supplied Work Clothes: - The Company will provide rubber clothes, welders' gloves and welders' aprons as a tool crib item for shop and yard use. Hard hats will be issued by the Company for job use where required.

To prevent medical problems, the Company shall maintain a supply of surgical gloves as a tool crib item for general distribution.

Employees shall cooperate by conservative use of such gloves.

(b) Safety Boots:

Effective September 1, **2007** the Company shall, during each Collective Agreement year (September 1st to August 31st), reimburse each employee to a maximum of **one hundred fifty dollars (\$150.00)** for the purpose of safety boots or shoes. A proof of purchase must be presented in order to receive reimbursement.

Effective September 1, **2008**, this amount shall be increased to **one hundred fifty-five dollars (\$155.00)**.

Effective September 1, **2009**, this amount shall be increased to **one hundred sixty dollars (\$160.00)**.

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

13.22 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:

**Two (2)** weeks' pay for each year of service with the Company.

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 sub section (a) of this section, request and receive payment of such pay.

13.23 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.

13.24 All vehicles coming onto the Company premises to be worked on by employees shall be in a sanitary condition.

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 upon proof of the above.

13.26 Education and 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. The cost of Tradesman Qualifications Examinations will also be considered. 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 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 and factory visits will be available. Attendance will not be mandatory. Those attending will be paid their regular wage rate. Overtime rates and off property premiums shall not apply. Where possible all travel will take place during the regular work week. All reasonable travel costs, food, accommodation and transportation shall be paid by the Company. Employees shall be required to submit a travel expense form related to such expenses.

(d) ***Employees who receive web based or CD/DVD based training will be compensated as follows:***

(i) ***Upon successful completion of the course material, the employee will receive a payment of his hourly rate of pay multiplied by the amount of hours the course provider recommends in order to successfully complete the course.***

- (ii) ***The employee will take these courses on his own time and will not be compensated for hours spent other than in (i) above.***
- (e) ***Employees who wish to take personal development courses that are not suggested or required by the Company may apply, in advance, to their supervisor for reimbursement. Once approved, the employee's expense for tuition only will be reimbursed upon proof of successful completion.***

13.27 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.

13.28 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.

#### **ARTICLE 14: HEALTH, WELFARE AND PENSION PLANS**

14.01 Health and Welfare:

- (a) The Company shall pay 100% of the cost of the group insurance plan.
- (b) The Company shall provide coverage, which shall at no time be less than set out in Group Insurance Plan #G1349.
- (c) Company to implement an employer paid long term disability plan and provide employee coverage of 66 2/3% of wages to a maximum of \$2,500.00 per month.
- (d) Employees are eligible for insurance on the first of the month coincident with or next following two (2) months of employment.
- (e) ***The benefits provided under this article will be firstly subject to the terms of the Collective Agreement and secondly to the terms of the insurance contracts between the Company and the Insurance Carrier.***
- (f) ***The Parties recognize that the Plan may contain restrictions, exceptions, qualifications, and other terms affecting entitlement to benefits. Questions of entitlement and eligibility will be determined by the above paragraph firstly and then by the terms of the insurance plan and the insurer's contract.***
- (g) ***The Company shall supply a Drug Card for prescription drugs. This card will apply to Pharmacare approved drugs only.***
- (h) Coverage shall include but not be limited to:

(i) Medical

B.C. Medical Plan with extended benefits.

(ii) Short Term Disability Insurance (See also L.O.U. #4)

66 2/3% of weekly salary to a maximum benefit of five hundred dollars (\$500.00) per week.

- first day as a result of accident

- sixth day as a result of sickness (first day if hospitalized)

Benefits are payable up to a maximum period of fifty-two (52) weeks.

(iii) Vision Care

Prescription glasses one hundred and fifty dollars (\$150.00) in any two (2) consecutive years.

(iv) Dental Benefits

		<u>Employee</u>
Basic	<b>100%</b>	<b>0%</b>
Major Restorative	50%	50%
Orthodontia	50%	50%

Maximum amounts -

Basic Unlimited

Major Restorative \$2,000.00 per calendar year

Orthodontia \$1,500.00 per lifetime.

(v) Group Life Insurance

Two times (2x) annual earnings to a maximum of \$200,000.00.

Accidental, Death and Dismemberment -

Two times (2x) annual earnings to a maximum of \$200,000.00.

The Company shall supply a copy of the Group Insurance Plan to each employee and the Union upon request.

14.02 Pension Plan: - **Effective September 1, 2007** the Company shall make contributions at the rate **of two dollars and five cents (\$2.05) per hour** for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan **or the company group RRSP**:

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. ***(Special abilities shall be determined by the Union/Management Committee as defined in Letter of Understanding #1 of this Agreement.)***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

NATIONAL TRUCK CENTRE INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**

	<u>Sept. 1, 2007</u>	<u>Sept. 1, 2008</u>	<u>Sept. 1, 2009</u>
Mechanic	<b>\$30.11</b>	<b>\$31.24</b>	<b>\$32.40</b>
Partsman	<b>28.11</b>	<b>29.17</b>	<b>30.26</b>
Service Writer	<b>21.75</b>	<b>22.58</b>	<b>23.45</b>
Warranty Administrator	<b>20.68</b>	<b>21.48</b>	<b>22.30</b>
Inventory Control Clerk	<b>18.59</b>	<b>19.31</b>	<b>20.06</b>
Yard/Shop Helper	<b>12.10</b>	<b>12.60</b>	<b>13.11</b>

Existing employees - Entry level for Service Writer and Warranty Administrator shall be:

First 6 months	80%
Next 6 months	90%
Thereafter	100%

New Employees\* only – Entry Level Service Writer

First 6 months	80%
Next 6 months	85%
Next 6 months	90%
Thereafter	100%

Shipper/Receiver **and Driver:**

Wage rates:

0 – 6 months	55% of partsman rate
6 – 12 months	60% of partsman rate
12 – 24 months	65% of partsman rate
thereafter	70%

**Billing Clerk:**

<b>0 – 6 months</b>	<b>60% of service writer rate</b>
<b>6 – 12 months</b>	<b>65% of service writer rate</b>
<b>Thereafter</b>	<b>70% of service writer rate</b>

Premiums:

Working Foreman: When an employee is designated as a Working Foreman by the Company, he shall receive **seven percent (7%)** per hour above the highest classification under his supervision.

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.
- (b) ***Apprentices will be assigned to training and be compensated as follows:***
  - (i) ***When an Apprentice attends Apprenticeship Day School, the Company will reimburse him with one hundred percent (100%) of the difference between his rate of pay and the government grant which he receives.***
  - (ii) ***Travel and other out-of-pocket expenses will be borne by the employee.***
  - (iii) ***The Company will pay for the employee's course fees, including any required text books.***
  - (iv) ***Should an Apprentice fail to pass any course, the Company will only pay to take the course a second time and will only pay wages during the time needed to retake the course and subsequent exam only once during the Apprentice's apprenticeship.***

- (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 or length of time as set out by the Provincial Apprenticeship Branch and the amount of any Government grant received by such an Apprentice shall be deducted there from.

Note: Apprentice wage while in training to be in accordance with Government sub plan. A bonus will be provided.

- (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 – 48-MONTH APPRENTICESHIP:**

1 <sup>st</sup> 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

**PARTS APPRENTICE RATES – 36-MONTH APPRENTICESHIP:**

<b>0-6 months</b>	<b>50% of Journeyman rate</b>
<b>7 -12 months</b>	<b>55% of Journeyman rate</b>
<b>13-18 months</b>	<b>65% of Journeyman rate</b>
<b>19-24 months</b>	<b>70% of Journeyman rate</b>
<b>25-30 months</b>	<b>80% of Journeyman rate</b>
<b>31-36 months</b>	<b>90% of Journeyman rate</b>
<b>Upon Certification</b>	<b>100% of Journeyman rate</b>

- (f) The Company shall make contributions at the rate of three cents (\$0.03) 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) The employer shall be responsible for the pre-authorization/registration of benefits payable through human resources development commission.
- A.02 First Aid Man: - When an employee is designated as First Aid Man by the Company he shall receive a premium in addition to his classification rate as follows:

<b>"A" or "3" Ticket</b>	<b>one dollar (\$1.00) per hour</b>
<b>"B" or "2" Ticket</b>	<b>seventy-five cents (\$0.75) per hour</b>
<b>"C" or "1" Ticket</b>	<b>fifty cents (\$0.50) per hour</b>

When an employee is designated first aid attendant by the Company, he shall be compensated for any time loss for attending first aid courses. The Company shall reimburse the cost of tuition and texts for certification and recertification upon successful completion of an approved course.

- A.03 Working Foreman: - A Working Foreman 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

Employees shall be entitled to accrue sick leave credits based on **three and one third (3.33)** hours per month accumulative to a maximum of **forty (40) hours per year**.

Employees with more than two years' seniority on March 18, 2005 shall be credited with thirty-two hours in their sick leave bank. Employees with less than two years seniority on March 18, 2005 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 be to 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.
- (k) ***Employees will be entitled to a 50% payout of all unused sick time at the end of the employee's calendar year. Alternatively the Company will remit the pre-tax dollar amount to the Operating Engineers Pension Plan or the company group RRSP plan. The dollar amount will be prorated to the hourly remittance rate as contained in this Collective Agreement.***

**LETTER OF UNDERSTANDING #1**

By and Between:

NATIONAL TRUCK CENTRE INC.

And:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Union/Management Consultation Committee

On the request of either Party, the Parties shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affects the Parties or any employee bound by this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

NATIONAL TRUCK CENTRE INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #2**

By and Between:

NATIONAL TRUCK CENTRE INC.

And:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Article 5.04

It is agreed and understood that the Working Foreman in the Service Department and the Partsman on the second shift may stagger their lunch break by one-half (1/2) hour either side of mid-shift.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

NATIONAL TRUCK CENTRE INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #3**

By and Between:

NATIONAL TRUCK CENTRE INC.

And:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: 13.12 Sub-Contracting

It is agreed and understood that the Company may continue sub-contracting the detailing work of trucks on an as-needed basis. However, the Company shall endeavour to have this work performed by the bargaining unit wherever possible.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

NATIONAL TRUCK CENTRE INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #4**

BETWEEN:

NATIONAL TRUCK CENTRE INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

By their signatures below the above named parties agree with respect to Article 14.01(5)(b), Short Term Disability Insurance, that the employees shall pay for the cost of this coverage rather than the Company assuming these costs as set out in the Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

NATIONAL TRUCK CENTRE INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF UNDERSTANDING #5**

BY AND BETWEEN:

NATIONAL TRUCK CENTRE INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Students

By their signatures below, the above named parties agree as follows:

1. This Letter of Understanding is for students only.
2. Students shall be in full time attendance at a recognized school.
3. Students will perform general light duty work.
4. Students shall not displace regular employees or be retained should a laid off employee be available for work.
5. Students shall not accumulate seniority.
6. Students shall not be eligible for Health and Welfare or Pension provisions of the Collective Agreement.
7. Students shall be exempt from Article 5.10 of the Collective Agreement. A student shall receive a minimum of four (4) hours' pay each time they are called to work. Sunday and holidays shall be at overtime rate.
8. Wages: ten dollars and twenty cents (\$10.20) per hour.
9. The Company may, on special occasions, have a general cleanup where a number of students are used. In such cases, wages may be less than ten dollars and twenty cents (\$10.20) per hour and be exempt from overtime.
10. Company shall remit forty dollars (\$40.00) permit fee for each student on a one time only basis.
11. All other terms and conditions of the Collective Agreement shall apply.

This Letter of Understanding can be cancelled by either party within thirty (30) days of written notice.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

NATIONAL TRUCK CENTRE INC.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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## LETTER OF UNDERSTANDING #7

BY AND BETWEEN:

NATIONAL TRUCK CENTRE INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

RE: Ten Hour Shifts - Service And Parts Department

- (a) This shift shall consist of four (4) consecutive days as follows:

Day Shift:

Thursday, Friday, Saturday, Sunday  
7:30 a.m. 6:00 p.m.

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

**Effective September 1, 2007**, the premium shall be **one dollar and thirty-five cents (\$1.35)** for all hours worked. This premium shall be paid on General Holidays.

- (b) Volunteers for this shift shall be filled on the basis of seniority and qualifications.
- (c) 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 March 18, 2005 shall ever be required to work this shift.
- (d) The Company shall post vacancies of this shift 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 March 18, 2005.

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

- (e) Employees shall receive ten (10) hours pay for sick days while on this shift.
- (f) There shall be a one-half (1/2) unpaid lunch break in the middle of the shift and two (2) - paid coffee breaks.
- (g) Where an employee is requested to work overtime in conjunction with his ten (10) hour shift, the overtime shall be paid for the first two (2) hours at time and one-half (1 1/2) as per Article 5.09 (a). The Company shall pay employees called in on their regular days off at time and one-half (1 1/2) to an aggregate of (6) six hours in a week, thereafter double time shall be paid. Worked General Holidays do not apply to this six (6) hour aggregate.

(h) General Holidays

- (i) All General Holidays shall be observed and ten (10) hours plus premiums, if applicable shall be paid.
- (ii) All terms and conditions of the Collective Agreement shall apply.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

NATIONAL TRUCK CENTRE INC.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 115

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## LETTER OF UNDERSTANDING #8

BY AND BETWEEN:

NATIONAL TRUCK CENTRE INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

RE: Eleven Hour Shifts - Service And Parts Department

- (a) The shift shall consists of four (4) days worked with three (3) days off followed by three (3) days worked with four (4) days off.

Sunday, Monday, Tuesday, Wednesday	7:00 a.m.	6:30 p.m.
Thursday, Friday, Saturday	7:00 a.m.	6:30 p.m.

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

The premium shall be \$1.20 for all hours worked. This premium shall be paid on General Holidays.

- (b) Volunteers for this shift shall be filled on the basis of seniority and qualifications.
- (c) 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 March 18, 2005 shall ever be required to work this shift.
- (d) The Company shall post vacancies of this shift for four (4) weeks.

Where the vacant position 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 March 18, 2005.

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

- (e) Employees shall receive eleven (11) hours pay for sick days while on this shift.
- (f) There shall be one-half (1/2) unpaid lunch break in the middle of the shift and two (2) paid coffee breaks.
- (g) Where an employee is requested to work overtime in conjunction with his eleven (11) hour shift, the overtime shall be paid for the first two (2) hours at time and one-half (1 1/2) as per Article 5.09 (a). 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) hours aggregate.

(h) General Holidays

(i) All General Holidays shall be observed and eleven (11) hours plus premiums, if applicable shall be paid.

(i) 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 eleven (11) hours on a make up day, starting and finishing at any time during normal business hours up to a maximum of seventy eight (78) 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.

(j) All terms and conditions of the Collective Agreement shall apply.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

NATIONAL TRUCK CENTRE INC.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 115

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## LETTER OF UNDERSTANDING #9

BY AND BETWEEN:

NATIONAL TRUCK CENTRE INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

RE: Twelve Hour Shifts - Service & Parts Department

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 Shift:

- |                               |            |            |
|-------------------------------|------------|------------|
| 1. Monday, Tuesday, Wednesday | 11:30 a.m. | 11:59 p.m. |
| 2. Thursday, Friday, Saturday | 11:30 a.m. | 11:59 p.m. |

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 March 18, 2005 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 March 18, 2005.

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 March 18, 2005. 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.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 115

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## INDEX BY SUBJECT

	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Accidents - Pay to Employees .....	5	5.14	5
Air Tool Repair Policy .....	13	13.11	16
Air Travel Insurance.....	12	12.01	14
Apprentices .....		Schedule "A"	26
Article Headings.....	13	13.19	19
Banked Overtime .....	9	9.12	11
Bargaining Agency.....	4	-	2
Bereavement Pay .....	13	13.17	18
Bonding.....	13	13.10	16
Calendar Year.....	9	9.02	10
Call Time.....	5	5.11	4
Check-Off.....	4	4.05	2
Company Supplied Work Clothes .....	13	13.21	20
Construction Rates .....	11	11.06	13
Coveralls.....	13	13.04	15
Day Shift .....	5	5.01	2
Definition of Employee .....	3	-	2
Dental Benefits .....	14	14.01	23
Dismissed or Improper Charges .....	13	13.18	19
Driver's Abstract.....	13	13.28	22
Duration .....	2	-	1
Education for Upgrading .....	13	13.26	21
Employee - Re-employment .....	8	8.03	8
Employee Vehicles .....	12	12.02	14
First Aid Man.....		Schedule "A"	27
General Holiday - During Vacation .....	10	10.04	12

	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
General Holiday – On Scheduled Day Off .....	10	10.02	12
General Holiday Pay Will Be Paid.....	10	10.03	12
General Holidays .....	10	-	12
General Provisions.....	13	-	14
Grievance - Time Limit.....	7	7.02	7
Grievance Procedure.....	7	-	6
Group Life Insurance .....	14	14.01	23
Hand Cleaner.....	13	13.03	15
Health and Welfare .....	14	14.01	22
Health, Welfare and Pension Plans .....	14		22
Hours of Work and Overtime .....	5	-	2
Injury Report .....	13	13.01	14
Job Posting .....	13	13.16	18
Job Promotions.....	8	8.09	9
Jobs Away From Home.....	12	12.03	14
Jury Duty.....	13	13.17	19
Lay-Offs .....	8	8.04	8
Leave of Absence .....	13	13.13	17
Lunch Period.....	5	5.04	3
Lunch Room .....	13	13.05	15
Management Rights.....	6	-	5
Medical .....	14	14.01	23
New Employees.....	4	4.04	2
New Job Classification or Wage Rate.....		Schedule "A"	28
Objects.....	1	-	1
Off Property Premium .....	11	11.05	13
Outside Personnel Training .....	13	13.23	21
Overtime .....	5	5.10	3

	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Overtime - Calculation of .....	5	5.16	5
Overtime - Voluntary .....	5	5.15	5
Overtime Meal .....	5	5.17	5
Overtime Not Part of Daily Guarantee .....	5	5.13	4
Pay Statement .....	11	11.03	13
Payment of Wages .....	11	11.02	13
Pension Plan.....	14	14.02	23
Picket Line .....	13	13.08	15
Probationary Period .....	8	8.02	8
Recall .....	8	8.07	8
Rest Between Shifts.....	5	5.07	3
Rest Periods .....	13	13.06	15
Safety Boots .....	13	13.21	20
Savings Clause.....	15	-	24
Second Shift .....	5	5.02	3
Seniority .....	8	-	8
Seniority List .....	8	8.01	8
Seniority Retention .....	8	8.06	8
Severance.....	13	13.22	20
Shift - Transfer of Employee .....	5	5.06	3
Shift Change .....	5	5.05	3
Shop Steward .....	13	13.07	15
Short Term Disability Insurance.....	14	14.01	23
Sick Leave .....		Schedule "A"	28
Sub-Contracting.....	13	13.12	17
Supervisors and Office Personnel Do Not Work.....	13	13.09	15
Technological or Procedure Changes.....	13	13.15	18
Third Shift .....	5	5.03	3

	<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
Time Slips .....	11	11.04	13
Tools .....	13	13.11	15
Transportation and Expenses .....	12	-	13
Truck Maintenance and Safety .....	13	13.20	19
Tuesday to Saturday Shift .....	5	5.01	3
Union Notices .....	13	13.14	18
Union Security .....	4	4.03	2
Vacation - Anniversary Date .....	9	9.07	10
Vacation Eligibility .....	9	9.11	11
Vacation Entitlement .....	9	9.06	10
Vacation Pay On Termination .....	9	9.03	10
Vacation Period .....	9	9.05	10
Vacations .....	9	-	9
Vacations - Requirement to Take .....	9	9.08	11
Vision Care .....	14	14.01	23
Wages .....	11	-	13
Washroom Facilities .....	13	13.02	15
Work After Regular Shift .....	5	5.09	3
Work Before Regular Shift .....	5	5.09	3
Work on Sunday and General Holidays .....	5	5.10	4
Work Outside Company .....	13	13.25	21
Work Through Regular Lunch Period .....	5	5.12	4
Working Foreman .....		Schedule "A"	27