

COLLECTIVE AGREEMENT

between

LAMAR TRANSIT ADVERTISING LTD.

and

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(CAW – CANADA), LOCAL 114**



October 1st, 2008 to September 30th, 2011

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ARTICLE 1 - PURPOSE

1.01

The purpose of this Agreement is to establish wages, benefits and general working conditions for the represented employees while encouraging efficient operation, preventing waste and avoiding unnecessary delays and expenses to the Company.

ARTICLE 2 - UNION DUES AND UNION MEMBERSHIP

2.01 Recognition

- a) The Company recognizes the Union as the sole bargaining agent of the advertising employees as covered by the Union certification.
- b) The Company recognizes the Union and will not discriminate against any employee because he/she is a member or officer of the Union. The Company also recognizes any employee elected or appointed to act as a full-time officer of the Union and such an officer shall be granted access to the Company premises at all reasonable times. Any qualified Union officer, including elected shop stewards, shall be recognized by the Company in discussing any grievances.
- c) The Company shall honour a written assignment of wages to the Union for initiation fees, dues, fines and assessments from all members of the Union. Such monies shall be paid to the Union by the 15th day of the following month accompanied by a list of employees from whom such deductions have been made.

2.02 Access to Premises

Access to the Company premises will be granted to Union officers subject to notifying the Company or its representatives; however, in no way will they interfere with the employees during working hours unless permission is granted.

2.03 New Employees

- a) All new employees shall become a member of the Union within thirty (30) days of hire and all employees shall remain members of the Union as a condition of employment with the Company.
- b) The Company will forward the name, phone number and address of each new employee to the Union within two (2) weeks of their hire date.

- c) Any employee, who fails to maintain membership in the Union, as determined by Section 10 of the Labour Relations Code, shall be discharged upon ten (10) days' written notice to the Company by the Union of the employee's failure to maintain membership in good standing.

However, should the Union notify the Company in writing within the said ten (10) day period that the member is again a member in good standing, the original discharge notice to the Company shall be deemed to be null and void and the said member shall not be discharged.

2.04 Union Dues

The Company agrees to deduct initial fees, dues and general assessments from an employee authorizing it to do so on behalf of the Union and agrees to remit that assignment to the local union each month together with a list of the employees from whom dues were so deducted.

The Union agrees to indemnify and save the Company harmless from any claims, which may arise in complying with the provisions of this clause.

ARTICLE 3 - SHOP STEWARDS

3.01

- a) The Company acknowledges the right of the Union to appoint, elect or otherwise one (1) Shop Steward, and one (1) alternate from among the employees to assist in presenting and discussing employees' issues to representatives of the Company. The Union shall inform the Company, in writing, of the names of such Shop Stewards and any changes thereof.
- b) The Company and the Union agree that the Shop Stewards first obligation is the fulfilment of his duties and responsibilities as an employee. During his working hours, the Shop Steward is not entitled to engage in Union Activities other than the necessary involvement in the reporting and resolution of employees' issues.
- c) Shop Stewards shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. The Company agrees to compensate Shop Stewards for the time spent in the servicing of the issues, when they would otherwise be at work, provided they adhere to the following requirements:
- i) Will not absent themselves from their regular work unreasonably in order to deal with the issues of employees;

- ii) Will not absent themselves from their regular work without first obtaining permission of their supervisor. Likewise when resuming their regular work will report to their supervisor and if requested, give a reasonable explanation with respect to their absence. Permission shall not be unreasonably withheld.

ARTICLE 4 - MANAGEMENT RIGHTS

The Company has the undisputed right to operate and manage its business in all respects subject only to the limitations expressly stated in this Agreement.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

5.01 Standards

The value of progressive discipline with the aim of being corrective in application is recognized by the Company and the Union. Pursuant to Section 84(1) of the Labour Relations Code of British Columbia, the following standards shall be applied:

- i) Employees who have completed their probationary period can only be discharged for just and reasonable cause.
- ii) During the probationary period specified in this Agreement, an employee may be discharged **if found unsuitable for the job**, save for **any** Union activity or discrimination.
- iii) If the employee wishes a Shop Steward will be present for all disciplinary meetings.
- iv) For discipline that includes suspension or termination a Shop Steward will be present at the discipline meeting.

Both employee and their designated Union Representative shall be compensated at straight time rate for attending.

HOURS OF WORK AND OVERTIME

5.02 Definitions

Installer: Installation/removal and maintenance of all advertising.

Warehouse Person: As above plus shipping and receiving of advertising materials.

5.03 Work Week

The hours of work shall be based on a five (5) day week totalling thirty-seven and one-half (37.5) hours exclusive of a half hour daily unpaid lunch break. Generally, these will be scheduled with shift times beginning on a Monday and ending on Friday.

5.04 Coffee Breaks

Employees shall be entitled to two (2) fifteen minute paid coffee breaks during their shift.

5.05 Overtime Rate

a)	Overtime Rate	Pay Rate
(i)	Over seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week;	One and one-half (1.5) times the employee's basic hourly rate;
(ii)	After nine (9) hours per day or forty-five (45) hours per week;	Double (2X) times the employee's basic hourly rate;
(iii)	Work performed on scheduled days off.	Double (2X) times the employee's basic hourly rate.

b) Assignment of Overtime

The Company agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible, by seniority amongst the qualified employees concerned provided:

- i) The employee has provided a current phone number and can be contacted which may include leaving a message;

- ii) The employee is willing to perform the overtime work and possesses the skills, ability, training and efficiency required for the work, relative to other available employees.

Employees shall respond within one (1) hour from the call by the Employer. If the Employee declines or does not respond, the Employer will move to the next person in seniority.

c) Call-In Procedure

The following procedure will be followed:

- i) When it becomes necessary to work overtime at the employee's regular place of work, that employee will be given first opportunity to perform the overtime work, in accordance with the requirements outlined in (b) above. Regular place of work is defined as that location where the employee is regularly scheduled. Should the employee refuse to work overtime, the procedure outlined below shall apply.
- ii) In the event of a refusal to work overtime or for overtime work at locations other than the employee's regular place of work, the said overtime shall be distributed in accordance with the requirements in (b) above and employee availability to perform overtime work shall be determined by a sign-up list.
- iii) The parties agree that any refusal to work overtime shall be credited as overtime worked, for the purpose of overtime distribution.
- iv) The Company shall give as much prior notice of overtime as possible.
- v) Details of all overtime worked shall be kept and will be available to the Union Representative showing who worked, as well as when, where, and for how long.

5.06 Overtime Bank

- a) This banked time may be used in single or part day increments according to the following:
 - i) Shall be scheduled by mutual agreement;
 - ii) The scheduling shall be subject to staffing requirements as determined by the Company;

- iii) The Company is not required to replace employees in order to facilitate their request;
- b) Notwithstanding the above, overtime accrued during the previous calendar year outstanding on June 30th, shall be paid out.
- c) The Company will consider individual request for earlier payout for special circumstance.
- d) The overtime bank payout will be included in the employee's pay cheque.

5.07 Payment Option for Overtime

- a) An employee working overtime shall elect to be paid for such overtime in accordance with the following:
 - i) Paid for at the appropriate overtime rate; or
 - ii) The option of receiving full time off.
- b) Banked time shall be kept in the employee's overtime bank and shall be shown on the employee's pay cheque stub.
- c) Election of method of payment shall be made by the employee two (2) times a year – January 1st and July 1st.

5.08 Training

All training conducted at times that would normally be considered overtime shall be paid at the rate of time and one-half (1.5) or an employee shall be offered time off at straight time rate in lieu of pay. The choice of overtime pay or time off is at the Company's discretion.

ARTICLE 6 - SENIORITY, PROMOTION, LAYOFF AND RECALL

6.00 **Definition of Seniority**

Seniority shall be defined as the length of continuous service in the bargaining unit.

6.01 Probation

The probationary period is to determine the employee's suitability for employment. This period may be extended by mutual agreement between the Employer, the Union and the employee. All employees shall be considered probationary for the first nine hundred (900) working hours.

Upon completion of the probationary period, employees shall be entitled to seniority dating from the date of hire.

6.02 Casual Employees

The Company may employ casual employees during peak times or when short term additional help is required, as long as such temporary help does not result in the layoff of a union member or prevent the posting of a full time job. Casual employees shall be covered under the full terms of the collective agreement with the following exceptions:

6.03, 6.04, 6.05, Article 7 in it's entirety, 8.02, 9.05 and Article 14 in it's entirety with the exception of 14.03

Such casual employees shall receive 5.176% on top of their gross biweekly wages in lieu of vacation, benefits and clothing allowance. Hours worked as a casual shall count towards the probationary period of 900 hours and shall be paid as per Article 13.01.

6.03 Vacancies

All opportunities (vacancies) **expected to exceed thirty (30) days** will be posted **temporary or otherwise**. The Company agrees that where proficiency, merit, skill and ability are relatively equal, the senior applicant will receive the promotional opportunity.

6.04 Location Preference

Employees will sign up for job location for a period of one year on April 1st of each year, or the next working day if that day is unavailable. Employees must be capable of performing the duties required; an orientation will be provided if necessary. The Company shall apply seniority unless there is a compelling reason not to do so.

In regard to the sign up, there shall be no demarcation lines between the installers and the warehouse persons.

The Company will provide a list of product inventory normally installed by location prior to employees indicating their sign up preference. If there is

a significant change within the twelve-month period, a new sign up will occur. "Significant" means new locations or where a change in starting time is more than one hour.

6.05 Layoff

- a) The Company will attempt to give as much notice of layoff as possible notwithstanding employees will be given twenty-four (24) hours' notice or one day's pay in lieu. Employees will be laid off in reverse order of seniority provided the remaining employees are willing and qualified to perform the work available. Where there is a permanent reduction in the workforce except for cancellation of the contract with Translink, the Company agrees to provide one week's notice.
- b) Layoff notice does not apply to Strikes and Lockouts in Coast Mountain Bus Link or the appropriate Translink subsidiary thereof.
- c) The Union shall be notified in writing of the Company's intention to lay-off any employee at the time notice is given to the employee. The Shop Steward will be notified of layoffs when layoff notice is given to the employee.

6.06 Recall

- a) Employees choosing severance pay shall be paid wages in accordance with the Employment Standards Act.
- b) An employee choosing to be placed on the recall list shall be covered by the benefits plan provided in this Agreement for three (3) calendar months following effective date of the lay-off provided he prepays on a monthly basis the premiums.
- c) Employees will be recalled in the reverse order of lay-off provided they are willing and qualified to perform the work available. The Company shall not be required to recall employees who have been laid off for more than twelve (12) months.
- d) Employees are responsible to maintain a current address and telephone number with the Company. For full-time employees who are laid off for a period of more than three months, they shall thereafter receive recall notice by registered mail and must return to work within seven (7) days of the mailing of such notice.

ARTICLE 7 - VACATIONS AND STATUTORY HOLIDAYS

7.01 Statutory Holidays

- a) The Statutory Holidays for the purpose of this Agreement will be:

New Year's Eve	Labour Day
New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

and any other holiday proclaimed by the Government of British Columbia or Canada.

- b) Employees who have completed their probationary period will be paid their regular days pay at their regular rate provided they work their regularly scheduled days prior to and after the Statutory Holiday.
- c) If a Statutory Holiday should fall on a Saturday or Sunday the following or preceding work day will be observed.

7.02 Statutory Holiday Banking.

If an employee is required to work on a Statutory Holiday which falls on the employee's day off, or during their vacation, the employee may elect to bank the Statutory Holiday to be taken at a future date. The day off will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday.

7.03 Calculation of Vacation Pay

- a) As a general rule, payment for annual vacation will be based upon one of two calculations, whichever yields the greater amount:
- i) The straight-time wage rate of the employee's regular job at the time the vacation is taken is multiplied by the number of hours in the period of vacation; or
 - ii) The employee's gross earnings for the previous year are multiplied by the percentage rate applicable to the employee's vacation entitlement, i.e. 6%, 8%, 10% or 12%. The percentage rate applicable to individual day(s) of vacation entitlement is 0.4% per day.

- b) Adjustment of vacation pay will be made on April 30 of the year following the year that vacation was taken.

7.04 Vacation Entitlement

Employees, who have less than one (1) year by December, will have their vacation time and pay prorated.

Employees who have completed the following continuous service:

Years of Service	Entitlement	Pay
1 < 5 years	15 days	3 weeks or 6% of their previous twelve (12) months gross earnings.
5 < 11 years	20 days	4 weeks or 8% of their previous twelve (12) months gross earnings.
10 < 20 years	25 days	5 weeks or 10% of their previous twelve (12) months gross earnings.
> 20 years	30 days	6 weeks or 12% of their previous twelve (12) months gross earnings.

7.05 Scheduling of Vacation

- a) The Company agrees to allow up to twenty percent (20%) of employees in each classification to take vacation at the same time with the exception of the following two peak periods:

1. The second week in July to the third week in October
2. The last week of March to the end of May

During the periods above only one (1) employee from each shift (night and day) shall be allowed vacation. When the number of full time installers reaches fifteen (15) then two (2) night shift employees may take vacation during the peak periods above and three (3) during non peak periods.

- b) Employees must submit annual vacation requests by March 1st of each calendar year in which they are to be taken. Should a conflict arise amongst written employee preferences for annual vacation (as per their request), the employees involved will attempt to resolve the said conflict to their mutual satisfaction. If the employees cannot resolve the conflict within a reasonable period of time as determined by the Company, seniority will govern.

- c) Vacation requests submitted after March 1st will be considered on a first-come, first-served basis.
- d) Employees may use annual vacation days in blocks from one day up to three weeks and will be subject to the approval by the Company before being finalized. The three-week period may be extended by mutual agreement between the Company and the employee if an employee requests to take annual vacation outside the year in which they were earned.

7.06 Vacation and Sick Leave

A vacation may be rescheduled or extended because of a disability or illness. If an employee is on sick leave immediately preceding the commencement of a one week block of vacation, then the vacation will be rescheduled on request if work arrangements permit.

If it is not practical to reschedule a vacation, then the employee shall receive pay in lieu of the vacation in addition to any sickness protection benefits which may apply in their case.

7.07 Termination

Any employee whose service with the Company is terminated shall receive vacation pay, calculated according to Article 10.02 for any unused vacation entitlement based on service up to the date of termination.

7.08 Prorating of Annual Vacation Entitlement Because of Leave of Absence or Layoff

- a) Annual vacation entitlement will not be reduced unless an employee who is absent for a period exceeding two (2) years on long-term disability or Workers' Compensation injury is deemed totally disabled and does not return to work.
- b) In the year the employee resumes after an absence of more than two (2) years, the annual vacation in the year of return will be prorated by one-twelfth (1/12) for each month of absence in the year of return.
- c) All general leave of absences in excess of 10 working days, or any layoff other than Union leave, sick leave, long-term disability and Workers' Compensation injury shall have annual vacation prorated to reflect the time off.

7.09 Vacation Banking

- a) Vacation will be taken within the year it is entitled.
- b) Notwithstanding the above, the Company will allow employees to carry over a maximum of one week's vacation.
- c) The Company will consider a second week carry over if possible. All carried over vacations must be taken before the end of the following year.

ARTICLE 8 - LEAVES OF ABSENCE

8.01 Application and Approval

An employee must apply in writing to the Company for leave(s) of absence. No such leave(s) will be granted without written approval of the Company. Written reasons for the denial of such leave shall be given to the employee.

Unpaid leaves of absence for up to six months shall be allowed subject to the operational requirements of the company and only if the employee has completed two (2) years of continuous service without a previous leave of absence. Unpaid leaves of absence cannot be used to work at another company; employee's accessing this leave shall be required to pay for all of the premiums for benefits provided for under this agreement. An employee on unpaid leave shall not accrue seniority for the purposes of annual vacation accrual.

8.02 Jury or Witness Duty

An employee summoned to jury duty or as a subpoenaed witness, provided he is not the defendant, shall be paid regular wages amounting to the difference between the amount paid him for jury service or witness service and the amount he would have earned had he worked on such days. Employees on jury duty shall furnish the Company with such statements of earnings as the courts may supply. Day shift employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Afternoon shift employees shall not have to work the shift prior to the day summoned to jury or witness duty, provided sufficient notice is given to the Company to reschedule the workforce.

Total hours on jury duty and actual work on the job in one (1) day shall not exceed seven and one-half (7.5) hours for the purposes of establishing the basic work day.

8.03 Bereavement Leave

- a) Employees will be allowed in the event of a death of an immediate relative, a leave of absence. The pay of the employee is to be his regular straight time rate of pay for three (3) consecutive days of absence, providing the days of paid absence fall within a period which the employee was scheduled to work. Employees shall be allowed to take one (1) unpaid day off following the paid bereavement leave.
- b) To be eligible to apply for such paid leave, the employee must not be absent from work on account of illness, accident, compensation, holidays, vacation or lay-off at the time for which leave is requested. The immediate relative will be:

Spouse	Parent	Parents – in – law
Legal common-law spouse	Brother	Brothers and sisters in law
Child, Nieces and Nephews	Sister	Grandparents and grandchildren

8.04 Union Leave

- a) Union Office
 - i) Any employee who acts as a full-time officer of the Union, local or national, will be placed on leave of absence with the time involved considered as service with the Company. On conclusion of such leave of absence an employee shall return to the position he previously held without loss of accredited service as used to determine vacation and welfare plan entitlements.

Upon written request by the Union, the Company agrees that an employee who acts as a full-time officer of the Union will be given leave of absence and will retain and accrue their accredited service for a maximum of two (2) years.
 - ii) Leave of absence granted to full-time Union officer shall be without pay, but he shall be entitled to retain his membership in the welfare plans, subject to the Union paying the Company’s contributions for each plan on his behalf.

b) Union Business

Officers of the Union shall be granted leave of absence for Union business provided a full-time officer of the Union gives the supervisor concerned prior notice of the absence. As far as possible such notice will include the dates the leave will commence and finish and the Union will endeavour to give at least four (4) days' notice of any leave of absence under this section.

ARTICLE 9 – GENERAL

9.01 Bargaining Unit Work

- a) Supervisors or manager shall not perform the work of installers/warehouse persons in the bargaining unit. Both parties recognize that the immediate removal and replacement of damaged, unsecured or defaced advertising material may be necessary and may be performed by supervisors, managers or other non-bargaining unit personnel.
- b) In the event of an emergency, the Supervisor/Manager may perform the work of an installer if bargaining unit members are unavailable or for the purpose of experimentation or training.

9.02 Work Attire

Safety shoes, safety vests and safety glasses must be worn at all times on the job by all employees.

9.03 Clothing Allowance

The Company agrees to provide an annual allowance of 1.176% of gross hourly earnings for work clothes, safety shoes and rainwear. The Company will provide all tools and safety glasses to employees. Employees shall be responsible for these tools and the consequence if negligent.

9.04 Travel Allowance

Employees who are required to travel between barns in their vehicles will be paid **\$10.00** per move when this is required by the Company. No employee shall be required to provide his **or her** own vehicle as a condition of employment.

9.05 Transit Pass

The Company to provide a transit pass, provided that there are no financial consequences to the Company.

9.06 Out-of-Town Travel Expenses

The Company will provide accommodation, transportation and a daily allowance of \$45.00 (\$40.00 to be receipted and \$5.00 non-receipted) for any out-of-town travel expenses.

9.07 Contracting Out

- a) Transit installations and warehousing currently performed by Union employees in the Lower Mainland shall not be contracted out.
- b) All storing, handling, maintenance, delivering, installing or application of advertising materials, within the Lower Mainland shall be carried on by Company employees, members of the Bargaining Unit where such work is under the control of the company.

9.08

- a) Charge hands

Charge hands will be designated at the Company's discretion on an as-needed basis. The hourly premium for a charge hand will be \$1.25 per hour over the current hourly rate. During the lifetime of this Agreement, the Company agrees to maintain a minimum of one (1) charge hand. All charge hands shall be issued a company cell phone to conduct company business.

- b) Selection of Charge hands

The Company will post job bulletins for all vacant Charge hand positions. The Company shall select successful applicants on the basis of seniority and ability.

9.09 Labour Management Committee

The Company and the Union shall establish a Labour Management Committee. The committee shall consist of one (1) member appointed by the Union and one (1) member appointed by the Company, unless the Company and the Union mutually agree that a greater number of members are necessary in certain situations for the more efficient

functioning of the Committee. It will be the responsibility of the Committee to:

- i) Meet every two (2) months.
- ii) Review issues that may arise concerning the application and operations of the Collective Agreement.
- iii) Identify, discuss and review rules, safety concerns and policies that will enhance that application and operation within the workplace.
- iv) Where it is agreed between the parties that there are no issues, it will not be necessary to convene the meeting.
- v) The parties may meet more frequently where mutually deemed to be required.

9.10 Payment for Labour Management Committee

Payment for attending the Labour Management Committee meeting will be at the employee's regular rate of pay for all hours.

9.11 Meetings

- a) Employees may be required to attend monthly meetings scheduled during their regularly scheduled working hours. These meetings may be outside of their normal place of work.
- b) Employees will be paid straight time pay to attend these meetings and will be compensated travel allowance as per **Article 9.04**.
- c) Where these meetings are scheduled during an employee's regular time off attendance shall be voluntary.
- d) Subject to **Article 5.06** hours worked only, if an employee chooses to attend, they shall have the equivalent time paid out or credited to their overtime bank at straight time rates.
- e) These meetings should be made available to all employees where possible.

9.12 Employee Records

No disciplinary notation will be entered into an employee's record without the concerned employee being so advised. An employee's record will be cleared of all disciplinary matters provided that the employee maintains a

clear record of all discipline for a period of two (2) full years. The Company will copy the Union on all written disciplinary notations given to employees unless the employee requests the Company not to do so.

9.13 Harassment or Discrimination

All employees shall have the right to work in an environment free from sexual harassment or discrimination. The Company shall be responsible to maintain an environment free from harassment or discrimination as defined in the Human Rights and Labour Relations Codes.

9.14 Bargaining Protocol

The Company shall pay for all lost wages of one Company employee to sit on the bargaining committee and for production of the collective agreement.

ARTICLE 10 - TECHNOLOGICAL CHANGE

10.01 **Definition**

In this Agreement, “technological change” means the introduction by the Company of automation, equipment or procedures which might result in displacement or reduction of personnel, or changes of job classification.

10.02 **Notice**

Where the Company introduces or intends to introduce technological change affecting a significant number of employees in the bargaining unit, the Company must give notice to the union at least sixty (60) days before the date on which the change is to be affected. The following information shall be provided in the notice:

- a) Nature of the change;**
- b) The date on which the Company proposes to effect the change;**
- c) The approximate number, type and location of the employees likely to be affected by the change; and**
- d) The effects the change may be expected to have on the employees or employees’ working conditions, terms of employment or security of employment.**

- e) **The Company agrees to pay for the lost time of one bargaining committee member to assist in the preparation of resumes and job searches to a maximum of eighty (80) hours at their regular rate of pay.**

10.03 Consultation

Where the Company has notified the Union in accordance with Article 10.02, the parties shall meet as soon as possible upon receipt of the written notice, in order that the Union may make representations concerning how the technological change could be implemented with the least adverse effects.

10.04 Vacancies

If a technological change results in the creation of a new job classification, all vacancies in that classification will be filled in accordance with Article 6.02 of this Agreement.

10.05 Displaced Employees

Employees displaced from their jobs as a result of a technological change shall choose one of the following options:

- a) **Being laid off with recall rights under Article 6 of this Agreement;**
- b) **Transferring to a vacant position at any location within the Company's organization, subject to the employee's seniority, and provided that the employee has the qualifications and ability to perform the duties of that position, the Company will train wherever practicable effected employees for their new positions within the Company.**
- c) **Accepting severance pay under Article 10.06 below.**

10.06 Severance Pay

An employee who elects under Article 10.05(c) to accept severance pay shall receive two (2) week's severance pay for each completed year of service, to a maximum of twenty-six (26) weeks' severance pay. Employees who accept severance pay forfeit their employment and all seniority rights.

ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION

11.01 Definitions

“Grievance” means any difference between the persons bound by this Agreement concerning the interpretation, application, operation or any alleged violation thereof, including whether any such matter is arbitrable.

For the purposes of this Article, “Officer of the Union” shall include any elected Officer of the local Union or Shop Steward recognized by the local Union.

11.02 Grievance Procedure

The employee, accompanied by his Shop Steward if the employee chooses, shall discuss any issues with his/her supervisor within five (5) days of the employee becoming aware of the event.

Stage 1: If not resolved as above the Employee accompanied by a Shop Steward will further discuss the issues with his/her immediate supervisor as soon as possible but still within the seven (7) days of the employee becoming aware of the event. (If this discussion cannot be arranged then the time limit may be extended by mutual consent).

Stage 2: If the two parties are unable to agree at first stage, then within seven (7) days of receipt of the Employer’s response, the Union must present a grievance in writing with the appropriate management representatives as designated by the Company. The Employer shall reply within seven (7) days upon receipt of the grievance.

Stage 3: If the Employer’s response is unsatisfactory to the grievance, then a meeting shall be convened within ten (10) days of receipt of the Employer’s response, at which the grievor shall be present if they wish in disciplinary-related matters unless both parties agree otherwise.

11.03 Time Limits

It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit, the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time

limits, as specified, may be extended by mutual agreement. "Days" means working days and excludes Saturdays, Sundays and statutory holidays.

11.04 No Interference or Stoppage of Work

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this Article without interference with or stoppage of work.

11.05 Policy Grievance

Any policy grievances which arise directly between the Union and the Company may be submitted in writing by either Party to the other. Within seven (7) days following such notice, there shall be a meeting between the Company and representatives designated by the Union. Any answers required as a result of this meeting shall be given by the party concerned within ten (10) days of this meeting.

11.06 Arbitration

Failing a settlement at Stage 3 or (if a Policy Grievance) at the meeting convened, then within twenty (20) days of the receipt of an answer at third stage either party may notify the other, in writing, of its intention to take the grievance to arbitration. Grievances not resolved at the Stage 3 shall be submitted to a single arbitrator.

11.07 Single Arbitrator

The following two (2) arbitrators shall be appointed on a rotation basis, subject to availability within ninety (90) days of application as the single arbitrator to resolve outstanding disputes.

Colin Taylor / Judi Korbin

If none of the above named arbitrators are available within ninety days it will be referred to the arbitrator on the list who can make himself/herself available earliest.

The arbitrator shall proceed as soon as practical to examine the grievance and render his/her judgment, and his/her decision shall be binding upon the parties and any employee affected by it.

11.08 Mediation

Notwithstanding the foregoing, where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator chosen by mutual agreement, shall at the request of either party:

- i) Investigate the difference;
- ii) Define the issue in the difference; and
- iii) Make written recommendation to resolve the difference.

Within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The parties agree to share the cost of the Mediator.

ARTICLE 12 - NO STRIKE OR LOCKOUT

12.01 No Strike

The Union and the employees agree that there will be no strike, slowdown of work or other concerted activity on the part of the Union and/or the employees that is designed to restrict or limit efficient operations of the Company, during the terms of this Agreement or any extension thereof.

12.02 No Lockout

The Company agrees that there will no lockout during the term of this Agreement.

12.03 Third Party Strike

In the event of a strike between the Coast Mountain Bus Link Union and Coast Mountain Bus Link, or the relevant subsidiary of Translink, all employees covered by this Agreement will receive a pass subject to the approval of the Coast Mountain Bus Link Union permitting the employees to carry on their duties with the Company on the premises of Coast Mountain Bus Link, or the relevant subsidiary of Translink.

ARTICLE 13 – WAGES

13.01 Wage Rates

Wages shall be paid every second Friday, with a maximum of five (5) working days' pay held back. Employees will be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period as follows:

	October 1st, 2008	October 1st, 2009	October 1st, 2010
Installers/Warehouse Persons	\$24.10 per hour	\$24.82 per hour	\$25.56 per hour

Existing probationary employees shall be red circled at the rate of \$18.90 per hour until they reach 900 hours worked at which time they shall move to the full rate above.

All employees (casuals and full timers) hired after October 1st, 2005 shall be paid as per the following schedule:

0 to 900 hours	75% of the applicable hourly rate
901 to 1800 hours	85% of the applicable hourly rate
1801 to 2700 hours	90% of the applicable hourly rate
2701 and above	100% of the applicable hourly rate

13.02 Rounding

All wage rates are rounded to the nearest whole cent:

- i) \$.0050 and over are rounded to the nearest whole cent;
- ii) \$.0049 and under are rounded to the last whole cent.

13.03 Temporary Relief on a Higher Paid Job

If employees are temporarily assigned to do work which pays a higher regular rate than their normal classification, then they shall receive the higher rate while engaged in the higher paid classification. Note: Employees assigned warehouse duties are not entitled to Charge hand pay unless they are specifically designated as Charge hand.

ARTICLE 14 – BENEFITS

14.01 Eligibility

Employees will be eligible for benefits on the first day following completion of ninety (90) full working days with the Company.

14.02 Sick Leave and Pay

a) Sick leave payments shall be on the following basis:

i) Half pay (50%) for:

- 1) Two (2) days for illness;
- 2) One (1) day for hospitalization; and
- 3) One (1) day for injury.

In the event of an absence greater than the above (subject to Medical Certificate confirmation if absent greater than 3 days), full pay for the balance of thirty (30) days. On the 31st day, the benefits of the Salary Continuance Plan will go into effect.

b) The Company may ask for a medical examination of an employee whom it deems not physically fit to perform functions related to his or her job. The medical examination to be carried out by a **mutually agreeable** physician. The Company shall be responsible for all costs incurred.

c) The Company agrees to provide a Salary Continuance Plan for all actively employed employees who meet the requirements under the Plan. In order to protect the confidentiality of the medical information, the Employee shall be provided with the forms and it shall be their responsibility to submit it to the Plan Carrier. Upon submission of a receipt the Employer shall reimburse the employee for any costs related to the submission of forms for the Salary Continuance Plan. The said Plan shall provide the benefit payable for an employee's absence arising from non-compensable injury or illness. Benefits shall be paid on the following basis:

- i) The benefits of the Salary Continuance Plan will come into effect on the thirty-first (31st) day or fifth (5th) week of absence to the end of the seventeenth (17th) week of such absence. Salary Continuance will be 75% of the employee's gross salary.
- ii) The cost of this Plan shall be paid 100% by the Company.

14.03 Confidentiality of Medical Information

All personnel medical information required or provided pursuant to the Salary Continuance Plan shall be made available only to the carrier administering the Plan. The information shall be treated in strict confidence. The cost of any medical forms required under this Plan shall be borne by the Company.

14.04 Group Retirement Plan

The Company agrees to a retirement plan as per schedule A, with the company's matched funds being deposited to the employees account monthly.

Effective upon ratification, your Employer will contribute on your behalf, an amount equal to 3% of your annual earnings;

Effective October 1st, 2009, 3.5% of annual earnings;

Effective October 1st, 2010, 4% of annual earnings.

14.05 Dental and Eye Care Coverage

The Company agrees to provide all actively employed employees a Dental Plan and the Company agrees to pay 100% of the monthly premium cost.

The Plan shall provide the following benefits:

- a) 100% coverage for Parts "A" and "B"; No dollar maximums.
- b) 50% coverage on orthodontia with no dollar maximum and shall apply to adults and children.
- c) Vision Care

The following charges recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist:

Eye examinations: (including eye refractions) up to a maximum of:

Under 21 – one in each calendar year.

Age 21 and over – one in any two consecutive calendar years.

Eye Glasses: **\$400.00 every 24 months**, dependents under 19 years of age may utilize the eye glass benefit once each calendar year.

Contact lenses: One set of contact lenses during the lifetime of the insured person to a maximum of **\$400.00**. In all subsequent purchases, contact

lenses would be subject to the appropriate eye glass maximum. Contacts and eye glasses cannot be purchased within the same two year period.

Visual training: Services for visual training and remedial exercise subject to 50% reimbursement of the insured charges.

Accidental injury: Diagnosis and treatment for accidental injury or disease of eyes.

Group Life, MSP and Extended Health

The Company agrees to continue the benefits plan current in effect for Group Life, MSP and extended Health Benefits for the duration of this Agreement with the exceptions below as the new maximums. Employees are provided with the Obie Media/Standard Life booklet.

Chiropractors =	\$500/yr.
Speech Therapists =	\$500/yr.
Podiatrists =	\$500/yr.
Naturopaths =	\$500/yr.
Osteopaths =	\$500/yr.
Psychologists =	\$500/yr.
Massage Therapists =	\$500/yr.
Acupuncture =	\$500/yr.
Physiotherapy =	\$500/yr.

Long-Term Disability Benefit

The Company shall make available to the employees coming under this Agreement a Long-Term Disability Plan which shall commence after 17 full weeks of disability or on the last day on which Salary Continuance is payable, whichever is later.

The benefit payable shall be 66-2/3% of an employee's basic monthly earnings to a maximum benefit of \$4000.00 per month. Coverage will end if the employee actively resumes working for the Company, or upon termination of employment, or upon retirement or upon attaining the age of 65, whichever is earliest.

The cost of this Plan shall be 100% paid by the employee.

ARTICLE 15 – HUMAN RIGHTS AND HARASSMENT

15.01

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, place of origin, religion, age, marital status, sexual orientation, sex, race, ancestry, political belief, family status, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment included demeaning and abusive behaviour. Action contravening this policy will constitute grounds for discipline.

15.02

Sexual harassment means any repeated and/or unwelcome words or actions made by a person who knows or ought to know it is unwelcome and includes but is not limited to the following:

- a) Unnecessary touching or patting**
- b) Suggestive remarks or other verbal abuse**
- c) Leering at a person's body**
- d) Compromising invitation**
- e) Demands for sexual favours**
- f) Physical assault**
- g) Bullying**

15.03

A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the General Manager or his/her designate and the President of the Local Union. The Employer and the Union will commence a joint investigation.

15.04

The Parties agree that in the event of a complaint, it will be investigated thoroughly by both parties in confidence. Employees

reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

15.05

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have the authority to:

- a) Dismiss the grievance or complaint;
- b) Determine the appropriate discipline up to and including dismissal;
- c) Decide that the alleged harasser be transferred, demoted, or decide to impose other terms or conditions necessary to provide final conclusive settlement of the grievance;
- d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.

15.06

Where sexual harassment is proved and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainants consent.

ARTICLE 16 – OCCUPATIONAL HEALTH AND SAFETY

Health and Safety

- a) It is the responsibility of the Employer to make adequate provision for the safety and health of employees during the hours of their employment. Employees will be expected to observe established safety regulations and, to immediately report unsafe or harmful conditions, equipment or practices to the Manager, who shall arrange to correct the problem as soon as possible. The Employer and its employees shall comply with the Workers' Compensation Act and its regulations and the Occupational Health and Safety Regulations.

Health and Safety Lamar Committee

- a) The Health and Safety Committee consisting of two (2) members shall meet with an Employer representative or representatives not less frequently than once a month. At no time shall the number of

Employer representatives be allowed to outnumber the number of Union members. A Chairperson and a Secretary shall be elected from and by the members of the Committee. When the Chairperson is a company person, the Secretary shall be a Union member and vice-versa.

- b) The Committee shall assist in creating a safe place to work, shall recommend actions in an effort to improve the effectiveness of the Health and Safety program, and shall promote compliance with applicable government regulations.**
- c) Minutes of such meetings, signed by the Chairperson and Secretary, shall be posted on all bulletin boards, given to Committee members and forwarded to the Local Union office.**

Injured Worker Provisions

- a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.**
- b) Such employee shall be provided with transportation to his/her doctor's or hospital and to his/her home.**

WHIMIS Program

The Employer agrees to implement a WHIMIS program.

National Day of Mourning

Each year on April 28th at 11:00 am, work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

Health and Safety Training

The Employer agrees to pay two (2) days lost time earnings for the Union Health and Safety Committee to attend the annual CAW Health and Safety Training seminar to a maximum of four (4) days.

ARTICLE 17 - DURATION OF AGREEMENT AND AMENDING PROCEDURE

Duration:

This Agreement shall be for the period from October 1, **2008** to and including September 30, **2011**, and from year to year thereafter subject to the right of either party to the Agreement within four months immediately preceding the date of expiry of the Agreement, or in any year thereafter by written notice to require the other party to the Agreement to commence collective bargaining.

This contract shall continue in full force and effect until either a legal strike commences, a legal lock out commences, or a renewal agreement is completed.

By agreement of the parties hereto, the provisions of subsection (2) and (3) of section 50 of the labour Code of British Columbia are specifically excluded.

This Agreement signed on this ____ day of **November**, 2008, at **Burnaby BC**.

For the Company:
Lamar Advertising

For the Union:
CAW Local 114

Byron Montgomery

Denise Kellahan

Liam Campbell

Travis Romanow

Jay Sharpe

LETTER OF UNDERSTANDING #1

BETWEEN

LAMAR TRANSIT ADVERTISING LTD.

AND

CANADIAN AUTO WORKERS LOCAL 114

Re: Retroactive Pay

The following shall be the procedure adopted for retroactivity of pay:

The applicable increase in wage rates included in the Wage Schedule of this Agreement shall be applied retroactively for all job classifications listed in the Wage Schedule back to and including October 1, **2008**. The Company shall compute retroactive pay for employees as a percentage of their "Gross Earnings" during the retroactive period. "Gross Earnings" shall include only the following:

- straight-time earnings;
- overtime earnings;
- statutory holiday pay for those holidays which fall during the retroactive period and for which the employee was eligible to receive payment;
- sickness protection benefits for approved absences falling within the retroactive period, including supplements to Wage Protection Plan benefits paid during that period;
- any wage-related premiums and allowances which are normally included as part of regular earnings;
- where there is an adjustment negotiated in contract negotiations to Charge Hand wage rates.

In addition to Gross Earnings, retroactivity will be calculated on vacation pay for vacations taken during the retroactive period by their application of the vacation pay formula provided in Article **7.04**, using the new wage rates listed in the Wage Schedule.

For the Company:
Lamar Advertising

For the Union:
CAW Local 114

Byron Montgomery

Denise Kellahan

Liam Campbell

Travis Romanow

Jay Sharpe

LETTER OF UNDERSTANDING #2

BETWEEN

LAMAR TRANSIT ADVERTISING LTD.

AND

CANADIAN AUTO WORKERS LOCAL 114

Re: Variance Of Hours Worked

Both parties agree to facilitate an application to the Employment Standards Branch for installers which will allow them to have a lunch break to be taken at the end of their shift.

For the Company:
Lamar Advertising

For the Union:
CAW Local 114

Byron Montgomery

Denise Kellahan

Liam Campbell

Travis Romanow

Jay Sharpe

LETTER OF UNDERSTANDING #3

BETWEEN

LAMAR TRANSIT ADVERTISING LTD.

AND

CANADIAN AUTO WORKERS LOCAL 114

Re: Training & Administration

Effective **September 26th, 2008** the company will provide fifteen hundred (\$1500.00) dollars per year for employee training and Local administration. The Company shall reimburse this to CAW Local 114 upon invoice.

For the Company:
Lamar Advertising

For the Union:
CAW Local 114

Byron Montgomery

Denise Kellahan

Liam Campbell

Travis Romanow

Jay Sharpe

LETTER OF UNDERSTANDING #4

BETWEEN

LAMAR TRANSIT ADVERTISING LTD.

AND

CANADIAN AUTO WORKERS LOCAL 114

Re: Dental and Eye Care Coverage

The employee Dental and Eye Care plan shall be provided and administered by C.H.I.P.S, who shall **have** the right to adjust the rates based on the BC Dental Fee Guide increase as well as the utilization of the entire C.H.I.P.S pool.

For the Company:
Lamar Advertising

For the Union:
CAW Local 114

Byron Montgomery

Denise Kellahan

Liam Campbell

Travis Romanow

Jay Sharpe

LETTER OF UNDERSTANDING #5

BETWEEN

LAMAR TRANSIT ADVERTISING LTD.

AND

CANADIAN AUTO WORKERS LOCAL 114

Re: Potential Olympic Period Blackout Layoff

Company and Union agree to meet over the Olympic Blackout period and it's implication on Union staff.

Period is from January 12th to March 23rd, 2010.

Union and Company will meet over the options Union employees will have during that time period.

Meeting will occur no later than January 15th, 2009.

For the Company:
Lamar Advertising

For the Union:
CAW Local 114

Byron Montgomery

Denise Kellahan

Liam Campbell

Travis Romanow

Jay Sharpe

LETTER OF UNDERSTANDING #6

BETWEEN

LAMAR TRANSIT ADVERTISING LTD.

AND

CANADIAN AUTO WORKERS LOCAL 114

Re: Pass Over Log Book

Upon ratification of this agreement, the Company agrees to the creation of a Pass Over Log Book for each sign up location. The Pass Over Log Book will facilitate in the accurate recording of the status of work load for that given location.

For the Company:
Lamar Advertising

For the Union:
CAW Local 114

Byron Montgomery

Denise Kellahan

Liam Campbell

Travis Romanow

Jay Sharpe

LETTER OF UNDERSTANDING #7

BETWEEN

LAMAR TRANSIT ADVERTISING LTD.

AND

CANADIAN AUTO WORKERS LOCAL 114

Re: Shift Bids

The Company agrees to provide for the following positions in the annual sign-up.

- | | |
|------------------------------|--------------------------|
| 1. Warehouse | Two (2) positions |
| 2. Vtc/Trollys | One (1) position |
| 3. Vtc/Diesel | One (1) position |
| 4. North/West Van | One (1) position |
| 5. Burnaby | One (1) position |
| 6. Poco | One (1) position |
| 7. Surrey | One (1) position |
| 8. Richmond | One (1) position |
| 9. Skytrain | One (1) position |
| 10. Platform/Scroller | One (1) position |

Any remaining positions will be posted as Floaters. The above does not represent a minimum staffing level. Should any of the above positions not be signed for, the Company will assign an employee to the position, beginning with the Junior employee.

For the Company:
Lamar Advertising

For the Union:
CAW Local 114

Byron Montgomery

Denise Kellahan

Liam Campbell

Travis Romanow

Jay Sharpe

APPENDIX A

ADMINISTRATIVE RULES OF THE RETIREMENT SAVINGS PLAN FOR THE ACTIVE EMPLOYEES OF LAMAR TRANSIT ADVERTISING LTD. (Members of CAW Local 114)

(Effective Date: August 1, 1999)

POLICY No. RS101315-50331

Arranged In conjunction with

THE STANDARD LIFE ASSURANCE COMPANY
and Its subsidiary,

INTRODUCTION

Your employer has established an attractive group retirement savings plan arrangement with The Standard Life Assurance Company ("Standard Life") and its subsidiary, The Standard Life Assurance Company of Canada ("Standard Life of Canada") providing you with the dual benefit of income tax deferral on all contributions made under the plan and investment growth to provide for your retirement.

This document has been prepared to give you a simple up-to-date summary of the main provisions of the retirement savings plan and includes the administrative rules according to which your employer will make contributions to the plan on your behalf. Please take the time to read this document carefully.

Official documents have been issued to your employer (Plan Administrator) by Standard Life which you can review by simply asking your employer. These documents are the master contract and plan text, summarized here. In the event of any discrepancies, including differences of interpretation, the terms of these official documents prevail in all instances. Provisions affecting withdrawals from the plan are comprehensively described in this summary.

Contributions under the plan are deposited under the terms of the contract issued jointly by Standard Life and Standard Life of Canada.

As agent, your employer acts on behalf of all employees and in this capacity assumes responsibility for the overall operation and administration of the plan.

MEMBERSHIP

All active permanent full-time employees of the employer may join the plan on either June 1st or Dec 1st of each year following 12 months of service.

To join the plan, simply complete and submit a signed application for membership. If you want to contribute on behalf of your spouse, you can, once you have joined the plan. By completing and submitting a signed application for membership, your spouse becomes a non-contributing member of the plan.

Anyone who has reached maturity age is not permitted to join the plan. "Maturity age" means the age attained in the year in which the payment of retirement income provided for by the plan, if having not commenced earlier, must commence, as prescribed under the Income Tax Act.

CONTRIBUTIONS

Your regular contributions, by payroll deduction, are up to a maximum of 5% of your annual earnings.

Your employer will contribute on your behalf, 3% of your annual earnings effective upon ratification.

Effective October 1st, 2009, your employer will contribute on your behalf, 3.5% of your annual earnings.

Effective October 1st, 2010, your employer will contribute on your behalf, 4% of your annual earnings.

Any amount you contribute in excess of 5% of your annual earnings, will be deemed to be voluntary contributions, and will not be matched by your employer.

You may change your contribution rate twice a year on either June 1st or December 1st.

Under this plan, any regular contributions you make will be deposited in the Employee Account and contributions made on your behalf by the employer will be administered under the Employer Account.

Any voluntary contributions you make to the plan will be deposited in the Voluntary account.

Any contributions you make on behalf of your spouse will be deposited in the Spousal Account (Registered Retirement Savings Plan Spousal – RRSP’S).

Any amounts contributed by your employer are first added to your taxable income which has the effect of increasing your Canada Pension Plan/Quebec Pension Plan and Employment Insurance contribution rate. However, this increase is absorbed by the tax sheltering you receive for all contributions made on your behalf under the plan.

The total of any contributions made by you and by the employer on your behalf under the plan each year are deemed to have been contributed by you and cannot exceed your maximum allowable limit as set under the Income Tax Act (Canada).

When advised Standard Life will make a lump sum refund of part or all of an amount which exceeds these annual contribution limits, subject to taxation requirements.

For the purposes of this plan, “earnings” means the gross amount of remuneration received during the year, as reported by the employer.

TRANSFERS INTO THE PLAN

You can transfer any amount due to you, tax-free, from another registered plan to this plan, provided the transfer takes place according to applicable income tax rules.

If any of the money to be transferred is locked-in money, the transfer will take place once locked-in verification procedures have been performed. Standard Life will provide you with a locked-in Appendix if the province where you accumulated your locked-in funds requires it. Locked-in funds cannot be withdrawn as cash. On retirement, these funds can only be used to purchase annuities, Registered Retirement Income Funds (RRIFs), and if available, Life Income Funds (LIFs) and Locked-in Retirement Funds (LRIFs).

RETIREMENT

You can begin to receive retirement income at any time. However, you are required by law to use all the funds in your retirement savings plan to purchase an annuity or any form of Registered Retirement Income Fund available to you no later than the end of the year in which you reach maturity age.

PENSION OPTIONS AVAILABLE

A wide variety of pension options are available to you under the plan. Your options include a pension based on your life only, or a joint pension with your spouse as the joint annuitant, with or without a guaranteed number of instalments. Alternatively, you can select a term certain annuity payable until you turn 90 or, if your spouse is younger, until your spouse turns 90. Your pension can also provide for annual increases not

exceeding 4% per year or it can be increased in line with the Consumer Price index each year, if you choose.

Assistance on which annuity best suits your situation is available from Standard Life.

Note: You cannot change the form in which your pension is paid or change your joint annuitant once you have started to receive pension payments.

WITHDRAWAL POLICY

Your employer is pleased to provide this retirement savings plan to help you save for your retirement. Since this is the main purpose of the plan, your employer has requested that any withdrawals from the plan be restricted to withdrawals from the Voluntary Account.

TERMINATION OF EMPLOYMENT

If your employment with the employer terminates, the value of all contributions to the Funds, including any contributions that may have been made by the employer can be:

- (a) returned as a fully taxable cash refund (excluding any locked-in money which only options (b) or (c) below are available), or
- (b) transferred to another Registered Retirement Savings Plan, a Registered Pension Plan, Registered Retirement Income Fund or Life Income Fund, If available, or
- (c) applied to purchase a registered deferred life annuity payable under the terms of this contract.

A member who terminates employment with the employer does not have the right to make further contributions under the plan.

Unless your spouse is also employed by your employer, the Spousal Account will be automatically closed when your employment terminates.

DEATH

Subject to any applicable law, you may designate a beneficiary and subsequently change this beneficiary, by written notice or in your will.

If you should die before beginning to receive a pension, a refund of the value of your Funds will be made in a lump sum to your beneficiary or estate.

If your beneficiary is your eligible spouse, he or she may transfer the settlement proceeds to his or her own Registered Retirement Savings Plan, thereby deferring tax.

CASH SETTLEMENT OF SMALL ANNUITIES

If the annual annuity payable at retirement is less than \$300 per year, the available cash will be paid as a lump sum.

ASSIGNMENT

Subject to any provision to the contrary stated in a locked-in Appendix to this plan, no annuity payable under the plan can be surrendered, commuted or assigned, in whole or in part. If the annuity becomes payable to anyone other than you or your spouse, it must be converted to cash.

EVIDENCE OF AGE

Standard Life requires that you produce satisfactory evidence of your age and the age of any person you designate as a joint annuitant, if requested.

AUTOMATIC ANNUITIES

If you fail to provide alternative instructions by the last day of the year in which you reach maturity age, Standard Life will calculate the value of your Funds and apply the proceeds to purchase a monthly annuity payable for your lifetime, guaranteed to be paid for a minimum of ten years.