

AGREEMENT BETWEEN:

HIWAY REFRIGERATION LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

May 1, 2008 to September 30, 2011

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AGREEMENT BETWEEN:

HIWAY REFRIGERATION LTD.

(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 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.

ARTICLE 2: DURATION

2.01 This Agreement shall be in full force and effect from and including **May 1, 2008** to and including **September 30, 2011** 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 **September 30, 2011**, 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(4) 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.

ARTICLE 4: BARGAINING AGENCY

- 4.01 The Company recognizes the Union as the sole bargaining agent for those persons employed by the Company who are covered by the certificate of bargaining authority and without detracting from the foregoing for those employees working at the classified occupations listed in Schedule "A" and "B" attached hereto and for such other employees as may be assigned to new classifications coming within the bargaining unit.
- 4.02 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of Hiway Refrigeration and Hiway Fuels Ltd. employed at the address(s) set out in the certificate of bargaining authority and at any other premises opened or taken over by the Company in British Columbia and this shall include premises opened or taken over under a different limited company.
- 4.03 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and shall apply to all employees of the Company engaged in the classifications listed in Schedules "A" and "B" hereof and any classifications added thereto.
- 4.04 **UNION MEMBERSHIP:** - 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 from the Union, discharge such employee forthwith.
- 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.
- 4.06 The right to hire employees of its choice is vested in the Company, but when the Company requires new employees, it shall so notify the Union so that the Union may have the opportunity to provide the Company with suitable applicants.

ARTICLE 5: HOURS OF WORK AND OVERTIME

5.01

Hrs Wrk	Hrs Paid	Prem %	Shift	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Monday-Friday										
8	8	0	Day	*8 am	*8 am	*8 am	*8 am	*8 am		
8	8	1.13	Late (Cont Day Only)	*10 am	*10 am	*10 am	*10 am	*10 am		
**7.5	8	4	Afternoon	*330 pm	*330 pm	*330 pm	*330 pm	*330 pm		
6.5	7.5	6	Night	*1200 am	*1200 am	*1200 am	*1200 am	*1200 am		
Tuesday-Saturday										
8	8	1.5	Day		*8 am	*8 am	*8 am	*8 am	*8 am	
7.5	8	4.5	Afternoon		*330pm	*330pm	*330pm	*330pm	*330pm	
**7.5	8	4.5	Afternoon - modified		*330pm	*330pm	*330pm	*330pm	*8 am	
Wednesday-Sunday										
8	8	6	Fuel Truck Additional			*8 am	*8 am	*8 am	*8 am	*8 am

** Rest break between Friday and Saturday shall be 9 hours and will constitute the only exception to Article 5.08.

** Assigning personnel to this shift will be done in consultation with the union.

* The parties agree that all shift starting times listed above can be scheduled to start two (2) hours in advance of the posted time without attracting additional premiums. **(Flexible starting times apply only to shifts and not to individuals.)**

5.02 LUNCH PERIOD: - Each shift shall have a half hour lunch period at mid-shift.

5.03 SHIFT CHANGE: - The Company shall give the employee forty-eight (48) hours' notice prior to changing of shifts.

5.04 SHIFT - TRANSFER OF EMPLOYEE: - When it is necessary for an employee to be transferred from day shift to afternoon or graveyard 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.

5.05 SHIFT - START AND STOP TIMES: - If an employee is working on the second or third shift and is unable to start the shift on time and/or to complete the shift, then the hourly rate for such an employee shall be computed by dividing the employee's total pay for a regular full shift by the applicable total number of hours he would be required to work to qualify for a full second or third shift.

5.06 SHIFT - REST BETWEEN: - It is intended that every employee should have ten (10) hours' rest between shifts. In the event that an employee is recalled to work before such ten (10) 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 ten (10) full hours have elapsed.

* See Letter of Understanding #2.

- 5.07 (a) WORK BEFORE REGULAR SHIFT: - Employees called in before their regular starting time shall be paid at the double time rate for time worked prior to their regular starting time.
- (b) WORK CALL BACK: - Employees who have a company vehicle to go to and from work will receive a minimum of two (2) hours' pay at the prevailing overtime rate for a call back to work after their regular shift.

Employees who do not have a Company vehicle to go to and from work will receive a minimum of four (4) hours' pay at the prevailing overtime rate for a call back to work after their regular shift.

- 5.08 Time worked in excess of standard hours of work shall be considered as overtime and overtime rates of pay shall be paid as follows:
- (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 paid at double time.
- (b) WORK ON SATURDAY, SUNDAY, GENERAL HOLIDAYS: - Double time for all hours worked on a Saturday, Sunday or on any General Holiday listed in Article "10", or day observed as such under the terms of this Agreement. This double time is in addition to any General Holiday pay an employee may be entitled to under other provisions of this Agreement.

Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a thirty (30) minute unit basis. If an employee works any part of a thirty (30) minute unit he shall receive credit for time worked for that full thirty (30) minute unit.

- 5.09 (a) WORK WEEK - GUARANTEED: - An employee who works any part of his regular standard work week, shall receive as minimum pay for that week, the amount he would earn if he worked five (5) full regular shifts at his normal rate of pay. If any General Holiday is observed during such standard work week, then the five (5) shift pay base shall be reduced to the number received by subtracting the number of General Holidays observed from base five (5). If an employee, of his own volition, does not report for his regular shift or shifts, then his weekly minimum five (5) shift pay base shall be reduced to the number received by subtracting the number of shifts missed from base five (5).

Subject to Section 16 of this Article and to the daily pay guarantee 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.

A recalled employee or new employee who reports for work during a work week shall receive as minimum pay for that week the amount he would earn if he worked the balance of his regular shifts in the week at his normal rate of pay.

CALL TIME:

- (b) An employee reporting for work on his regular shift shall receive a minimum of eight (8) hours' pay at his regular rate.
 - (c) An employee called to work on a sixth (6th) day, 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 rate, and if he works more than four (4) hours on any of these days, he shall receive a minimum of eight (8) hours' pay at the prevailing overtime rate.
 - (d) The provisions of this section shall not apply if an employee voluntarily quits or lays off, or is discharged for proper cause.
- 5.12 PREPARATION TIME: - The Company will allow and pay for up to two (2) hours' personal preparation time to employees being sent on out-of-town jobs for a period of overnight or longer at regular rates up to time and one-half.
- 5.13 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.
- 5.14 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 and weekly hourly guarantees as provided under this Agreement.
- 5.15 ACCIDENTS - PAY TO EMPLOYEE: - Employees involved in an accident while on the job shall receive eight (8) hours' pay 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.
- 5.16 OVERTIME - VOLUNTARY: - An employee has the right to refuse to work overtime at any time.
- 5.17 OVERTIME MEAL:
- (a) Employees who work beyond ten (10) hours per day shall receive a maximum of one-half (1/2) hour's pay for time off to eat a meal, but may take up to forty-five (45) minutes for such purpose. The additional fifteen (15) minutes in such cases will be without pay. Further to this, if an employee feels that he requires additional time off, he will request such additional time from the Foreman and if the request is reasonable, the Foreman shall grant same without pay. The break shall occur at the regular meal hours.

- (b) The Company shall pay the cost of such meal subject to the following conditions. The meal allowance for the Greater Vancouver area will be a maximum of **fifteen dollars (\$15.00)** for meals, and in the area outside Vancouver, the employees will buy a meal at the going rate of the area involved and be reimbursed for the cost.

In all cases receipts shall be obtained and turned in to the Company with the amounts being justified by the prices in the area involved.

5.18 BANKED OVERTIME:

- (a) Employees have the option of banking their overtime hours worked as indicated on their timesheets.
- (b) An employee may bank up to one hundred and twenty (120) overtime hours per contract year, after which payment for overtime will apply.
- (c) Time off may be claimed up to and including five (5) days banked time with forty (40) working hours' notice to the foreman for approval. Approval cannot be unreasonably denied.
- (d) Accumulated credits may only be carried to the next contract year by mutual consent or will be paid out in full.
- (e) Time off shall be on a seniority basis.
- (f) The use of Banked Overtime by senior employees will not interfere with junior employees' annual vacation allotments or scheduling.

ARTICLE 6: MANAGEMENT RIGHTS

6.01 The Union recognizes and agrees that:

- (a) The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- (b) The Company has the right to hire employees and to discharge same for proper cause.

6.02 An employee shall take orders from the Foreman or other designated official.

Normal day to day activities and work assignments will follow the chain of command as found in the published organization chart developed by Management. Employees can expect to receive direction from their immediate supervisor(s) without effecting 6.01 (a) above.

6.03 Employees shall observe the rules of the Company and shall perform a fair day's work (in the category in which the employee is assigned) and the work is to be to the standards of quality required by the Company, and the employee shall be subject to discipline by the management for failure to do so. The Company reserves the right to

supplement and alter from time to time its rules and regulations to be observed by the employee.

- 6.04 **ABSENCE WITHOUT PERMISSION:** - Employees shall not absent themselves from work without advising and without permission from the management. Employees will not leave the plant during working hours without permission from the Foreman. Failure to obtain permission may be cause for dismissal.
- 6.05 The Company recognizes that the Union has recourse through the Grievance Procedure if it feels the Company has exercised any of the foregoing rights contrary to the terms of this Agreement, and notwithstanding the other provisions of this Agreement, wherever the Company alters or otherwise effects a change in the working conditions of any employee, which it is claimed is not provided for herein, such alteration or change shall become a matter for negotiations, or, failing agreement for Arbitration, under the terms provided elsewhere in this Agreement.

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:
- (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 ten (10) calendar days.
 - (b) Should a solution not be reached by step (a) then a Business Representative of the Union, accompanied by the employee if the employee or Business Representative so wish, shall discuss the matter with the Company. If a solution is reached, this shall be final.
 - (c) If the procedures set forth in (a) and (b) above do not result in a solution being reached within seven (7) calendar days of the first discussion between a Business Representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows:
 - (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 Minister of Labour of British Columbia, to appoint such third member.

- 7.02 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.
- 7.03 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.
- 7.04 A decision of the majority of the Board shall be deemed to be the decision of the Board and shall be final and binding upon the parties.
- 7.05 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 7.06 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.
- 7.07 The expenses and remuneration of the chairman shall be paid by the parties in equal shares.
- 7.08 Without restricting the specific powers hereinbefore mentioned the Arbitration Board shall have all the general powers of an Arbitration Board.
- 7.09 The Parties may mutually agree that a sole arbitrator be appointed in place of a three 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.
- 7.10 DISMISSED OR IMPROPER CHARGES: - 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 (exclusive of Saturdays, Sundays and General Holidays) 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.

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

ARTICLE 8: SENIORITY

- 8.01 SENIORITY LIST: - The Company shall at least once every six (6) months, post and keep posted 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: - When a new employee is hired, it is agreed that he shall be on probation for sixty (60) working days and during this period seniority will not be applicable. When completed, seniority will commence from the date of hiring. ***Health care benefits will commence the first day of the third month on successful completion of the probationary period. Pension contributions will commence the date of hire on successful completion of the probationary period.*** The probation period may be extended for a further twenty (20) working days if it is mutually agreed between the parties.

In addition, during the initial probation period, the Company will meet with the employee on the 20th and 40th working day to review his performance to date.

The Employer will send a copy of the employee review 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.

The seniority will be the date of hire.

The Company shall give at least forty-eight (48) hours' notice on layoffs. The twenty-four (24) hour periods in Saturdays, Sundays or General Holidays shall not be used as counting hours with regard to such layoff notice.

No bumping between Parts Department, Fuel Truck Drivers and Service Shop or vice versa.

- 8.05 RECALL: - When vacancies occur, the company shall rehire laid-off employees according to their seniority and the principle of last person off, first person on, shall prevail.

An employee shall be given ten (10) days notice by registered mail to his last known address. In the event he fails to make himself available for work at the end of such ten (10) days, he shall lose all seniority rights under this agreement.

A laid-off employee shall retain his seniority and recall rights with the Company for six (6) months after the date of lay-off.

- 8.06 SENIORITY RETENTION: - 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.
- 8.07 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.
- 8.08 Overtime work will be offered to the most senior employees first but can be assigned to junior employees if deemed necessary by management to meet operational requirements.

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 entitlement:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
One (1) day for each major fraction of a month worked (maximum	10 working days)	
1 year but less than 2 years	2 weeks	4% or 80 hours *
2 years but less than 7 years	3 weeks	6% or 120 hours *
7 years but less than 12 years	4 weeks	8% or 160 hours *
12 years but less than 17 years	5 weeks	10% or 200 hours *
17 years and over	6 weeks	12% or 240 hours *

* Pay at the employee's current classified rate or at the appropriate percentage rate, or whichever is greater at the time of vacation.

- (a) Upon completion of one (1) year and up to two (2) years as an employee, employees shall receive two (2) consecutive weeks' vacation for each vacation period, with eighty (80) hours' pay at their then applicable rate, or four percent (4%) of their annual gross earnings for the service year for which he is receiving his vacations, whichever is the greater.
- (b) Upon completion of two (2) years and up to seven (7) years as an employee, an employee shall receive three (3) weeks' vacation. He shall receive as vacation pay for each vacation period, either one hundred and twenty (120) hours' pay at his then applicable rate, or six percent (6%) of his annual gross earnings for the service year for which he is receiving his vacation, whichever is the greater.
- (c) Upon completion of seven (7) years as an employee and up to twelve (12) years, an employee shall receive four (4) weeks' vacation. He shall receive as vacation pay for each vacation period, either one hundred and sixty (160) hours' pay at his

then applicable rate, or eight percent (8%) of his annual gross earnings for the service year for which he is receiving his vacation, whichever is the greater.

- (d) An employee shall receive five (5) weeks' vacation upon completing a term of twelve (12) years' service and each year thereafter up to seventeen (17) years' service. He shall receive as vacation pay for each vacation period, either two hundred (200) hours' pay at his then applicable current rate or ten percent (10%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.
- (e) An employee shall receive six (6) weeks' vacation upon completing a term of seventeen (17) years' service and each year thereafter. He shall receive as vacation pay for each vacation period, either two hundred and forty (240) hours' pay at his then applicable current rate or twelve percent (12%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.
- (f) For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth.

Employees who work less than fifteen hundred (1500) hours shall be paid as the case may be six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), of their gross earnings for the work year immediately preceding the vacation period.

- (g) In the event an employee leaves the employee of the Company after he had his vacation he earned for the previous service year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his gross earnings for the portion of the service year in which he ends his employment for which no vacation pay has been paid.
- (h) In the event an employee leaves the employ of the Company before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Company.
- (i) 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.

9.02 VACATION PAY - STATEMENT OF: - On the first pay period following an employee's anniversary date, 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 year of service for which he is receiving his vacation and how the vacation pay was calculated; i.e. on a percentage or hourly basis. An adjustment if any would be paid at that time.

9.03 VACATION PERIOD: - The Company will provide at least 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 only. Employees entitled to four (4) weeks shall be given three (3) weeks' vacation in this prime time if requested.

If an employee so requests, the Company will provide four (4) weeks' vacation during the summer months for those employees eligible for five (5) weeks or more vacation.

9.04 VACATIONS - SCHEDULE CHANGE: - An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned.

9.05 VACATIONS - REQUIREMENT TO TAKE: - Each employee shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement.

ARTICLE 10: GENERAL HOLIDAY PAY

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

New Year's Day	Good Friday	Labour Day
Empire Day	Dominion Day	Christmas Day
Thanksgiving Day	Remembrance Day	3rd Monday in Feb.
Boxing Day	B.C. Day	

and any such day as may be declared a public holiday by the Federal, Provincial or Local Municipal Government. When a General Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off, then the next work day shall be observed as the holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday respectively, or on an employee's weekly days off, then the next two (2) work days shall be observed as holidays.

10.02 GENERAL HOLIDAY - FLOATER: - Each employee shall be entitled to a twelfth (12th) guaranteed General Holiday with pay at his current rate. This holiday can be a floating holiday at a time mutually agreed to between each employee and the Company.

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 calendar weeks immediately preceding the week in which the holiday occurs.
- (d) where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.

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.

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, which are minimal, shall be those agreed upon and set out in Schedules "A" and "B" attached hereto, and forming part of this Agreement.

11.02 PAYMENT OF WAGES:

The Company shall at least every second Friday, pay to each employee all wages earned by the employee up to and including the previous Sunday midnight, 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. Where a payroll is not met within the prescribed time and unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until the wages are paid or other arrangements are made.

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

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Company and shall receive his usual wages until there is compliance with the above provisions or other arrangements are made.

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 thereon. 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 (a) EMPLOYEES WORKING IN GREATER VANCOUVER: - The Company will pay a premium of ten percent (10%) of the employee's hourly rate for all time spent on Company business while outside the Greater Vancouver area. The Greater Vancouver area is defined as the area between the District of Squamish and the City of Chilliwack including both communities.
- (b) EMPLOYEES WORKING IN VICTORIA: - Employees who are assigned to a job which requires their absence from home overnight shall receive a premium of ten percent (10%) of their hourly rate.

ARTICLE 12: TRANSPORTATION AND EXPENSES

- 12.01 An employee required to report to a job outside the Vancouver area and who does not return daily, shall be paid all his transportation, accommodation and meal expenses.

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 double time. All travel time and waiting time on Saturday, Sunday and any General Holiday will be paid for at double time.

The exception to this provision would be where first class sleeping accommodation is provided while travelling on a public conveyance, and in this instance, time would cease at 9:00 p.m. and commence at 8:00 a.m. the following morning.

- 12.02 WORK OUTSIDE CITY LIMITS: - In going to work outside the limits of Vancouver and returning daily, an employee shall be at such city limits at the starting time, and allowed to return to such city limits by quitting time. He shall be paid all fares to and from the city limits to place of work, or alternatively, be supplied with transportation by the Company. It is understood that where an employee resides in the city where the work is being done, he shall report to and finish work at the regular starting and stopping time. All time spent driving or riding in a motor vehicle to and from such work shall be considered as time worked and the appropriate overtime rates as provided elsewhere in this Agreement shall apply.

- 12.03 JOBS AWAY FROM HOME: - When an employee is going on a job which will require his absence from home for one (1) 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. The Company shall, at the request of an employee who has been out of town fourteen (14) or more consecutive days, 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.

- 12.04 EMPLOYEE VEHICLES: - It shall not be a violation of this Agreement for an employee to refuse to use his motor vehicle on the Company's business.

ARTICLE 13: GENERAL PROVISIONS

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

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

13.03 LOCKERS: - The Company shall provide a locker of adequate size for each employee.

13.04 WATERLESS HAND CLEANER: - Waterless hand cleaner shall be supplied at all mechanical operations covered by this Agreement. Locations for the hand cleaner shall be mutually agreed to by the parties.

13.05 COVERALLS: - All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company. Employees are expected to take reasonable care of clothing supplied. There shall be at least three (3) changes available each week in an employee's proper size. The cost of the above shall be borne by the Company.

(a) Five (5) pairs of coveralls per week to be available to all employees working in the Container Department.

(b) Six (6) spare pairs of coveralls will be supplied in the shop for periodic use by shop employees in addition to the three (3) pairs per employee now supplied.

13.06 LUNCH ROOM: - The Company will supply suitably enclosed heated accommodation where employees may have their lunch.

13.07 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.

13.08 CLEAN-UP: - Employees shall be allowed a minimum of ten (10) minutes personal clean-up time each shift, such time to precede the end of the shift.

13.09 SHOP TEMPERATURE:

With the co-operation of employees, the Company will attempt to maintain shop temperatures above 16°C during cold weather.

The Company agrees not to require its employees to perform outside repair work in temperatures below -29°C, unless adequate protection and some form of heat is provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.

The Company shall supply protective clothing when employees are engaged in cleaning equipment.

NOTE: It must be recognized that an understanding of this nature requires a high degree of co-operation between employees and the Company. Employees will not arbitrarily stop work without advising their supervisors.

13.10 SHOP STEWARD:

(a) The Union may select or appoint a Shop Steward to represent the employees and the Union shall notify the Company as to the name of such Shop Steward.

The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

- (b) When the Company for any reason finds it necessary to terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.
- (c) Upon informing management, authorized agents of the Union shall have access to the Company's premises during working hours for the purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
- (d) Shop Stewards shall be present during any formal reprimands or dismissals.

13.11 PICKET LINE:

- (a) It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an Employer with whom the picketing Union has a dispute.
- (b) The Union reserves the right to render assistance to other labour organizations. It shall not be considered a violation of this Agreement for an employee to refuse to work with a non-Union workman (or workmen).
- (c) The Company will not ask any employee to perform work which he does not ordinarily perform in the event of a legal strike among the employees or any firm with whom the Company is doing business.

13.12 LAYOVER AND STANDBY TIME: - If an employee reports to a field job outside the Greater Vancouver area and through no fault of his own, is unable to work, he shall immediately contact the Company for instructions. Nevertheless, while being required to stand by the job, he shall be paid for a regular shift of eight (8) hours in each twenty-four (24). Standby time on Saturdays, Sundays and General Holidays shall be at straight time.

13.13 SUPERVISORS, OFFICE PERSONNEL DO NOT WORK: - No supervisors or office personnel will be allowed to use hand tools or carry out work which would normally be done by employees in the bargaining unit, except in the instructing or training of employees.

Except in the instructing or training of employees, a foreman will not be allowed to use hand tools or carry out work which would be normally done by employees in the bargaining unit if there are more than four (4) Journeymen working under his direction.

13.14 BONDING:

If, at any time, the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company. An employee shall not fill out the required bonding application form until such application form has been sanctioned by the Union.

13.15 TOOL INSURANCE:

- (a) The Company shall provide tool insurance coverage to each eligible employee at no cost to the employee. Each employee will provide a brand name inventory of his tools on a form supplied by the Company. Such list may be confirmed by the insurance carrier. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, make for make.
- (b) All metric tools required shall be supplied by the Company.

13.16 TOOL ALLOWANCE:

Each Journeyman Mechanic, Welder, or Trainee Mechanic shall receive the appropriate tool allowance allotment as of May 1, **2008**.

The Tool Allowance Allotment shall be **one thousand two hundred dollars (\$1,200.00)**. This amount shall be the maximum for the lifetime of this agreement and may be used all at once, or at separate times. At no time shall the total amount exceed the amount stated above.

13.17 SUB-CONTRACTING:

Where the Company's facilities, space and trained personnel are available, the Company will continue to have all work which is presently performed by its employees, performed by members of the bargaining unit. ***The Company will provide the Union's members' representative with reasonable notice prior to contracting out any work presently performed by members of the bargaining unit.***

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

- (c) If an employee desires a leave of absence for reasons other than those referred to in this section, he must obtain permission, in writing, for the same from the Company.

13.19 UNION NOTICES:

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

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

13.20 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.

13.21 JOB POSTING:

In the event that a new job is created, or a vacancy occurs, or new equipment is installed in the operation, the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job. Employees desiring such job shall then apply, in writing, within thirty-six (36) hours of such posting, except that employees on vacation or out of town on work for the Company at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Technological or Procedure Changes section of this Agreement, shall receive such job.

- 13.22 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.

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

If an employee is employed on an afternoon or graveyard shift and attends upon jury duty, or if an employee is attending upon jury duty and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty as provided in the 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.

13.24 TRANSFER:

When an employee agrees to a transfer the Company shall:

- (a) Allow reasonable living expenses to the transferred employee up to a maximum of thirty (30) days. Living expenses are to be discussed initially with the employee before departure and fifteen (15) days thereafter;
- (b) Pay the transferred employee's transportation costs to the new location and supply first class accommodation and meals to the employee while he is en route to the new location;
- (c) Assume the cost of moving the transferred employee's family and household goods to the new location. This shall include the cost of transporting and accommodating the family while en route to the new location.

No transferred employee shall move his family or household goods at the Company's expense without written authority from the General Manager of the operation.

13.25 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.

13.26 TRUCK MAINTENANCE AND SAFETY:

It is to the mutual advantage of both the Company and the employees, that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by law. The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management and in respect thereto the Company agrees as follows:

- (a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.

- (b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes.
- (c) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all vehicles shall have adequate heaters, windshield wipers and defrosters installed.
- (d) It is mutually agreed that a form shall be supplied the driver on which he must report defects in equipment with sufficient copies so that the driver may retain a copy and so that the head office of the Company will have a copy of this report on file.
- (e) When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the out-going driver.
- (f) The Company shall not compel any driver to operate a vehicle which weighs in excess of the legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers who of their own accord, operate with an overload may be subject to discipline and responsible for their own fines.
- (g) The Company shall supply a fire extinguisher and an adequate first aid kit for each service vehicle.

13.27 COMPANY SUPPLIED CLOTHING: - Where required, hard hats, rubber clothes, rubber boots and welders' gloves, shall be supplied by the Company at no cost to the employee.

13.28 SAFETY BOOT ALLOWANCE: Each employee shall be reimbursed for the purchase of one (1) pair of safety boots or shoes every twelve (12) months. The reimbursement **will be a maximum value of two hundred dollars (\$200.00). Schedule "B" employees shall be excluded from this provision unless they are exposed to the same or similar hazard.**

Original receipt of purchase required.

13.30 SEVERANCE AND LAYOFF PAY:

- (a) 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 three (3) weeks' pay based on one hundred and twenty (120) 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 his seniority rights accruing to him under this Agreement, by reason of his term of service with the Company.

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

One (1) week's pay for each year of service with the Company to a maximum of seventeen (17) weeks.

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

13.31 SICK TIME:

The Company shall grant sick leave credits to each employee. These credits shall be granted on the following basis:

- (a) Schedule "A" Employees:

At the beginning of each service year with the Company, an employee will receive credit for seventy-two (72) hours' sick leave to apply to the service year which is just commencing. Before reaching an anniversary date at which sick time will be received, an employee will receive during the interim period, sick leave credit based on six (6) hours per month which will be accumulative to a maximum of seventy-two (72) hours. A new employee shall not receive sick leave credits until he has been in the employ of the Company for sixty (60) calendar days.

- (b) **Schedule "B" Employees:**

At the beginning of each service year with the Company, an employee will receive credit for forty-eight (48) hours' sick leave to apply to the service year which is just commencing. Before reaching an anniversary date at which sick time will be received, an employee will receive during the interim period, sick leave credit based on six (6) hours per month which will be accumulative to a maximum of forty-eight (48) hours. A new employee shall not receive sick leave credits until he has been in the employ of the Company for sixty (60) calendar days.

- (c) The Company shall, to the extent that 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 correspond with the number of hours that he would have normally worked.

- (d) Sick time shall be subject to the following provisions:
- (i) Sick leave shall be granted for an employee's personal use only.
 - (ii) An employee who reports sick during any day will have his sick leave allotment reduced by the number of hours not worked during that day.
 - (iii) Sick time is not to be used for any purpose other than legitimate illness. If an employee requires time off for dental or other appointments, he should make special arrangements with his foreman.
 - (iv) All absence due to illness of a duration of more than three (3) consecutive scheduled work days shall require a doctor's certificate to an employee's department manager.
 - (v) 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 absence without pay.
 - (vi) 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.
 - (vii) 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.
 - (viii) Three (3) days unused sick time per service year may be accumulated up to a maximum of fifteen (15) extra days sick time provided that accumulated extra sick time may only be used after the annual ~~nine (9)~~ ~~days~~ sick time has been used up.
 - (ix) Fifty percent (50%) of the unused portion of an employee's sick time after deducting accumulated times carried forward, shall be paid out on the first pay day in December of each calendar year or upon severance or retirement at the employee's rate of pay then in effect to a maximum of twenty-four (24) hours.

13.32 JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE: *The Employer agrees to have a union/management safety committee in accordance to WorkSafe BC regulations. Committee members will be allowed time to carry out duties related to such activities. Time to perform such duties must be approved in advance by management.*

ARTICLE 14: HEALTH, WELFARE AND PENSION PLANS

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

- (a) Medical - B.C. Medical with extended health benefits.

(b) Insurance - Sickness and Accident Insurance providing eighty percent (80%) of the employee's regular earnings per week payable on the first day of disability due to an accident and on the fourth day due to sickness for a maximum period of twenty-six (26) weeks.

(c) Group Life - Accidental Death Insurance:

The Company will contract and maintain at its expense, the following minimum insurance to cover all employees:

- (i) \$35,000.00 - Group Life Insurance
- (ii) \$115,000.00 - Accidental Death and Dismemberment Insurance, twenty-four (24) hour coverage.

(d) Dental:

The Company will contract and maintain at its expense a dental plan providing dental coverage for its employees and their dependents. The coverage shall be one hundred percent (100%) on the following:

Basic Dentistry:	No limit
Dentures) To a maximum of one thousand
Crowns & Bridges) five hundred dollars (\$1,500.00) per
Orthodontia) listed dependent per year.

An employee will be eligible for all coverage outlined in (a) and (b) on the first (1st) day of the month following his commencement of employment. New employees shall be eligible for Dental Coverage (d) on the first day of the third month of employment.

(e) Eyeglasses or Contact Lenses:

- (i) Eyeglasses broken or damaged on the job shall be replaced by the Company at no cost to the employee.
- (ii) The Company will provide insurance coverage allowing for one pair of eyeglasses or contact lenses up to **two hundred and fifty dollars (\$250.00)** in a twenty-four (24) month period. This coverage would be for the employee and all family members.

(f) Pension Plan Contributions:

(i) **Schedule "A" Employees**:

Effective May 1, **2008**, the Company shall make contributions at the rate of **two dollars and seventy-one cents (\$2.71)** per hour for each hour worked to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective May 1, **2009**, the Company shall make contributions at the rate of **two dollars and eighty-one cents (\$2.81)** per hour for each hour worked to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective May 1, **2010**, the Company shall make contributions at the rate of **two dollars and ninety-one cents (\$2.91)** per hour for each hour worked to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

(ii) **Schedule "B" Employees:**

Effective May 1, 2008, the Company shall make contributions at the rate of one dollar and seventeen cents (\$1.17) per hour for each hour worked to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective May 1, 2009, the Company shall make contributions at the rate of one dollar and twenty-seven cents (\$1.27) per hour for each hour worked to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective May 1, 2010, the Company shall make contributions at the rate one dollar and thirty-seven cents (\$1.37) per hour for each hour worked to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

(iii) The Business Representative of the Union may inspect during regular business hours the Company's record of time worked by employees and contributions made to the Plan.

(g) **Long Term Disability:**

The Company agrees to provide an employee-paid long term disability plan that provides for a maximum benefit of \$2,000.00 - \$3,000.00 per month (pending union determination), commencing after twenty-six (26) weeks of absence.

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

15.03 If the premium and/or contribution paid by the Company for any employee benefit is reduced or eliminated as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be

mutually agreed between the parties, or shall be passed on to the employees in the form of increased wages or salary rates.

- 15.04 (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.

Signed at _____ B.C., this _____ day of _____, 2008.

HIWAY REFRIGERATION LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

SCHEDULE "A"

HOURLY WAGE RATES

CLASSIFICATIONS	May 1, 2008	October 1, 2009	October 1, 2010
Mechanics, Welders with Refrigeration Certification of Qualification	32.59	33.73	34.91
Mechanics, Welders	32.47	33.61	34.79
Journeyman Partsman	23.95	24.79	25.66
Mechanic Helper	19.52	20.20	20.91
Fuel Truck Driver:			
Single Axle	18.98	19.64	20.33
Double Axle	22.10	22.87	23.67
Partsman Helper	14.29	14.79	15.31

* Non-Ticketed Partsman: 80% of Journeyman rate.

(Current Parts employees will be red-circled if their wage rates are above those indicated.)

Mechanic apprentices who are required to attend a technical school as part of their apprenticeship will be paid a bonus prior to attendance as follows:

1st year apprentice \$1,000.00
 2nd year apprentice \$1,250.00
 3rd year apprentice \$1,500.00

Timing of bonus payment will be made on an appropriate basis.

FOUR YEAR TERM OF APPRENTICESHIP: MECHANICS ONLY

0 - 6 months 50% of Journeyman rate
 7 - 12 months 55% of Journeyman rate
 13 - 18 months 65% of Journeyman rate
 19 - 24 months 70% of Journeyman rate
 25 - 30 months 75% of Journeyman rate
 31 - 36 months 80% of Journeyman rate
 37 - 42 months 90% of Journeyman rate
 43 - 48 months 95% of Journeyman rate
 49+ months 100% of Journeyman rate

PARTS APPRENTICE PAY GRID:

Based on Apprenticeship B.C. Parts program -

0 - 6 months 50% of Journeyman rate
 7 - 12 months 55% of Journeyman rate
 13 - 18 months 65% of Journeyman rate
 19 - 24 months 70% of Journeyman rate
 25 - 30 months 80% of Journeyman rate
 31 - 36 months 90% of Journeyman rate
 37 + months 100% of Journeyman rate

A.01 MECHANIC HELPER:

The Company agrees to limit the number of employees in this classification to a ratio of one (1) helper to three (3) employees in the Mechanic Classification. (Maximum 3:1 ratio, Mechanics to Helper).

A.02 FIRST AID MAN:

When an employee is designated as FIRST AID MAN by the Company, he shall receive seven percent (7%) per hour above his classification.

A.03 LEAD HAND:

When an employee is designated as LEAD HAND by the Company, he shall receive eight percent (8%) per hour above the highest classification under his supervision.

A.04 CHARGE HAND:

When an employee is designated as charge hand by the Company, he shall receive ten percent (10%) per hour above the highest classification under his supervision.

A.05 PARTSMAN HELPER

The Company agrees to limit the number of employees in this classification to a ratio of one (1) helper to two (2) employees in the Partsman classification. (Maximum 2:1 ratio, Partsman to Helper.)

A.06 HIGHER WAGE CLASSIFICATION: - 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.07 NEW JOB CLASSIFICATION: - When a new job classification is introduced which is not included in the list of classifications in this Schedule, the Company and the Union shall promptly negotiate a wage rate for such classification.

Every effort will be made by the parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day notice, in writing, is given by either party to commence negotiations.

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.08 TRADES QUALIFICATIONS: - Existing staff in the mechanical, welders category will be expected to successfully complete the appropriate T.Q. examinations by the expiry of the contract.

A.09 APPRENTICES:

The Employer shall apply for the registration of benefits payable through the Human Resources Development Commission.

SCHEDULE "B"

HOURLY WAGE RATES

CLASSIFICATIONS	May 1, 2008	October 1, 2009	October 1, 2010
Sales/Parts Administrator	18.56	19.21	19.88
Service Writer	18.56	19.21	19.88
Service Co-Ordinator/Clerk 4	16.87	17.46	18.07
Accounts Receivable & Payable/ Clerk 3	15.30	15.84	16.39
Fuel Truck & Trailer Admin/Clerk 2	14.21	14.71	15.22
Reception, File, Invoicing Clerk/ Clerk 1	13.10	13.56	14.03
Office Helper*	10.37	10.73	11.11

***Six month position only. No pension contribution.**

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

HIWAY REFRIGERATION LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The Company agrees to continue to provide the use of a service van while an employee has the responsibility for carrying the emergency pager as per the current practice. Employees shall not be reprimanded for refusal to carry the pager if the use of a service van is taken away.

Signed at _____ B.C., this _____ day of _____, 2008.

HIWAY REFRIGERATION LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

HIWAY REFRIGERATION LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The following several points have been agreed to for permanent employees working on Vancouver Island only:

1. Overtime shall apply for all hours of work -
 - (a) in excess of ten (10) hours per day.
 - (b) before 7:00 a.m. and after 9:00 p.m. in a day.
 - (c) after forty (40) hours of work in a calendar week including Statutory Holidays in weeks in which they occur.
 - (d) on Sundays or Statutory Holidays
2. The first ten (10) hours of overtime per week shall be at time and one-half (1-1/2x). All additional hours shall be paid at double time (2x). The exception to this shall be Sundays and Statutory Holidays and if work is performed on these days, then double time (2x) shall be paid.
3. All overtime hours shall be banked at the applicable overtime rate to a total of two hundred and twenty-five (225) hours in the hour bank.

(e.g. 112.5 hours worked at double time = 225 hours banked.

150 hours worked at time and one-half = 225 hours banked.)

This overtime hour bank shall be used during slow periods when forty (40) hours of work is not available. However, if the hour bank does not have enough hours, combined with those hours worked, to add up to forty (40) hours; then 5.11 - Guaranteed Work Week shall apply during the period from April 1 to September 30.

4. When an employee's hour bank exceeds 225 hours worked, the employee shall have the option of having his overtime paid out or he can increase his hour bank at his discretion.
5. The Company will continue to schedule, at the best of their ability, any training for the Vancouver Island operation during the traditional slow periods.

6. Employees dispatched from Coquitlam, who are sent over for holiday relief and/or any other reason, shall not be subject to this letter and paid as per the Master Agreement.

This letter shall be retroactive to May 1, 2002.

Signed at _____ B.C., this _____ day of _____, 2008.

HIWAY REFRIGERATION LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

HIWAY REFRIGERATION LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: STUDENTS

Students shall be paid nine dollars and fifty cents (\$9.50) an hour and will accumulate no seniority. They shall also be exempt for coverage under Medical, Dental and Pension provisions.

In the case of any layoffs, students will be laid off first.

Signed at _____ B.C., this _____ day of _____, 2008.

HIWAY REFRIGERATION LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #4

BY AND BETWEEN:

HIWAY REFRIGERATION LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: KELOWNA OPERATIONS

The following several points have been agreed to for permanent employees working in the Okanagan area only:

1. Overtime shall apply for all hours of work:
 - (a) in excess of twelve (12) hours per day.
 - (b) before 7:00 a.m. and after 9:00 p.m. in a day.
 - (c) after forty (40) hours of work in a calendar week including Statutory Holidays in weeks in which they occur.
 - (d) on Statutory Holidays.
 - (e) after September 30, 2000, Sundays will be at overtime rates.
 2. The first ten (10) hours of overtime per week shall be at a time and one-half (1-1/2x). All additional hours shall be paid at double time (2x). The exception to this shall be Statutory Holidays and if work is performed on these days, then double time (2x) shall be paid.
 3. All overtime hours shall be banked at the applicable overtime rate to a total of two hundred and twenty-five (225) hours worked.

(i.e. 225 hours worked at double time =	450 hours banked
225 hours worked at time and one-half =	337.5 hours banked)
- This overtime hour bank shall be used during slow periods when forty (40) hours of work is not available. However, if the hour bank does not have enough hours, combined with those hours worked, to add up to forty (40) hours; then 5.11 – Guaranteed Work Week shall apply.
4. Clause 11.05 (b) of the Collective Agreement shall also apply.

5. When an employee's hour bank exceeds 225 hours worked, the employee shall have the option of having his overtime paid out or he can increase his hour bank at his discretion.
6. The Company will continue to schedule, at the best of their ability, any training during the traditional slow periods.
7. Employees dispatched from Coquitlam, who are sent for holiday relief and/or any other reason, shall not be subject to this letter and paid as per the Collective Agreement.

Signed this _____ day of _____, 2008.

HIWAY REFRIGERATION LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #5

BY AND BETWEEN:

HIWAY REFRIGERATION LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The following conditions have been agreed to for all locations:

1. For the purposes of this letter, the Okanagan area will be referred to as the Kelowna Branch and Vancouver Island will be referred to as the Victoria Branch.
2. Only those employees on layoff can bump into another branch. Room and board will not be paid to those employees bumping to another branch due to layoff.
3. This Letter of Understanding shall expire on April 30, 2008 and can be cancelled by either party within thirty (30) days' of written notice.

Signed this _____ day of _____, 2008.

HIWAY REFRIGERATION LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #6

BY AND BETWEEN:

HIWAY REFRIGERATION LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: TRAINING

The parties agree that Management and the Union shall form a Training Committee comprised of two (2) union members (one of which shall be the Shop Steward) and two (2) management employees. It shall meet within three (3) months of signing this Agreement and every six (6) months thereafter. The committee's mandate will be to examine overall training needs, evaluate training programs, propose mechanisms for ensuring equal access to training and submit plans for improving skills.

The Company shall post all training courses; the name and date of the course and where further information can be obtained. Training opportunities will be determined collaboratively and based on those voids found within the existing program. Product training will be paramount within the decision process.

To be eligible to be sent for factory training, an employee must have one (1) year seniority.

The Company agrees to reimburse the costs for books and courses to an employee where he is improving or upgrading himself in his line of work. The Company must support all training recommendations forwarded from the Training Committee. Any dispute arising from the Training Committee's recommendations will be forwarded to the Labour-Management Committee for resolve. Both the Labour-Management Committee and the Training Committee must have due regard for ensuring that the appropriate number of journeypersons are maintained to meet operational requirements in a cost effective and competitive manner. Any expenditure related to training must be pre-approved by the company in advance.

The Company shall pay all wages at an employee's current rate of pay while attending training sessions.

All training put on by the Company at the Company premises during an employee's regular shift shall be paid by the Company.

Training programs put on after hours shall be accompanied by beverages and food.

Attendance at these after hour sessions shall not be mandatory.

This Memorandum of Agreement is subject to ratification by the parties.

Signed this _____ day of _____, 2008.

HIWAY REFRIGERATION LTD.

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

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