

2010 – 2011

COLLECTIVE AGREEMENT

Between

**INLAND KENWORTH
SALES LIMITED**

And

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



March 1, 2010 to February 28, 2011

TABLE OF CONTENTS

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION.....	1
1.01 Union is Exclusive Bargaining Agent.....	1
1.02 Definition of Employee.....	1
1.03 Retention of Bargaining Unit Work.....	1
1.04 Protection of Bargaining Unit Work from Sub-contracting.....	1
1.05 Respectful Conduct.....	2
ARTICLE 2 - RESERVATIONS TO MANAGEMENT	2
2.01 Management Rights	2
2.02 Subject to the Provisions of this Agreement.....	2
2.03 Right to Make Rules	2
ARTICLE 3 - UNION SECURITY	2
3.01 Union Membership	2
3.02 Union Dues and Assessments	3
3.03 When to Deduct Union Dues	3
3.04 Opportunity for Union to Supply Suitable Applicants	4
3.05 Access by Union Representative.....	4
3.06 Layoff or Discharge or Union Steward	4
3.07 Union Bulletin Boards.....	4
3.08 New Employee Orientation	4
3.09 Production of Collective Agreements	4
3.10 Quarterly Union Visits.....	5
ARTICLE 4 - HOURS OF WORK.....	5
4.01 Work Weeks	5
4.02 Standard Starting and Stopping Times	5
4.03 Day Shift Starting Times Begins 24 Hour Day	6
4.04 Paid Lunch for Second and Third Shifts	6
4.05 No Work During Lunch Period Except in Emergency	6
4.06 Rest Period	6
4.07 Return of Tools Prior to End of Shift	6
4.08 Minimum 8 Hour Break	6
4.09 Notice of Shift Change	6
4.10 Minimum Report Time.....	7
4.11 Second and Third Shift Premium.....	7
4.12 Report to Work Outside Company Premises.....	7
4.13 No Employee Vehicle	7
ARTICLE 5 - OVERTIME	8
5.01 Overtime Premiums	8
5.02 Saturday/Sunday/Day of Rest Overtime Premium	8
5.03 Overtime Beyond 4 Hours of Overtime - Double Time.....	8
5.04 Overtime Offered on Seniority Basis.....	8
5.05 Fifteen Minute Rest Period Prior to Overtime of Two Hours or More.....	8
5.06 Overtime Meal.....	9

5.07	Overtime Banking.....	9
5.08	Call Out.....	10
ARTICLE 6 - VACATIONS		10
6.01	Vacation Allotment.....	10
6.02	Work Less Than 1,500 Hours	11
6.03	Vacation Scheduling	11
6.04	Vacations Must be Taken.....	12
6.05	Maximum Away Per Department.....	12
6.06	Prime Summertime Maximum	12
6.07	Specially Extended Family Vacation	12
6.08	Vacation Pay	12
6.09	Certain Leaves and Vacation Pay	13
6.10	Vacation Pay Upon Termination	13
6.11	Statutory Holiday During Vacation	13
ARTICLE 7 – GRIEVANCE PROCEDURE		13
7.01	Grievance Procedure	13
7.02	Informal Step	13
7.03	Step 1.....	14
7.04	Step 2.....	14
7.05	Step 3.....	14
7.06	Certain Grievances to Step 2.....	14
7.07	Time Limits	14
7.08	Grievor May Attend Grievance	14
ARTICLE 8 - ARBITRATION PROCEDURE		14
8.01	Matter sent to an Arbitrator	14
8.02	Arbitrator.....	15
8.03	Limitations	15
8.04	Binding Decision	15
8.05	Expenses of the Arbitrator	15
ARTICLE 9 - DISCIPLINE AND DISCHARGE		15
9.01	Just and Reasonable Cause.....	15
9.02	Right to a Shop Steward.....	15
9.03	Discuss With Shop Steward.....	15
9.04	Notification of Reasons in Writing.....	16
9.05	Removing Discipline from Personnel Files.....	16
9.06	Access to One's Own File.....	16
9.07	Signing Not Agreement.....	16
ARTICLE 10 - SENIORITY.....		16
10.01	Departmental Seniority	16
10.02	Notification to Union When a Layoff Occurs Out of Seniority Order	17
10.03	Probationary Period	17
10.04	Layoff Procedure	17
10.05	Job Posting.....	17
10.06	Seniority Standing Will be Cancelled if an Employee:.....	18
10.07	Recall Procedure	18

10.08	Employee's Current Address Update.....	19
10.09	Right to Refuse Recall	19
ARTICLE 11	- GUARANTEE.....	19
11.01	Forty Hour Guarantee	19
ARTICLE 12	- STATUTORY HOLIDAYS	19
12.01	Designated Holidays	19
12.02	Stat on Non-Work Day	20
12.03	Compensation for Time Worked	20
12.04	Eligibility for Pay	20
ARTICLE 13	- LEAVES OF ABSENCE	21
13.01	Paid Leave.....	21
13.02	Unpaid Personal Leave.....	21
13.03	Leave for Union Business	22
13.04	Parental Leave	22
13.05	Leave for Union Bargaining Committee.....	22
ARTICLE 14	- HEALTH AND WELFARE BENEFITS.....	23
14.01	Health and Welfare Benefits.....	23
14.02	Benefits Continuation on Layoff.....	24
14.03	Benefit Continuation on W.C.B. or W.I.B.....	24
14.04	Tool Allowance	24
14.05	No Change to Benefits.....	24
14.06	Benefit Responsibility.....	24
ARTICLE 15	- SICK TIME AND SICK LEAVE.....	25
15.01	Sick Credits.....	25
ARTICLE 16	- INDUSTRIAL HEALTH, SAFETY AND THE ENVIRONMENT.....	26
16.01	Responsibility.....	26
16.02	Joint Health and Safety Committee:.....	26
16.03	Shop Inspections	27
16.04	Health and Safety Clothing, Tools and Equipment	27
16.05	Washing Facilities	27
16.06	Lunch Room	27
16.07	Heating, Ventilation and Lighting	27
16.08	Compliance with the Recommendation of the Joint Health and Safety Committee.....	28
16.09	Compliance with the B.C. Workers' Compensation Act and Regulations.....	28
16.10	Disclosure of Information.....	28
16.11	Truck Safety.....	28
16.12	Paid Health and Safety Seminar Leave	29
16.13	Safety Shoe Allowance	29
16.14	First Aid Premium and Training.....	29
16.15	Injured Worker Provision.....	30
16.16	Whistleblower Protection	30
16.17	National Day of Mourning.....	30

16.20	Right to Refuse	30
16.21	Prescription Safety Glasses – WCB Approved.....	32
ARTICLE 17 - APPRENTICES AND TRAINING		32
17.01	Apprenticeship Wage Scale	32
17.02	Ratio	32
17.03	Maintenance of Wages and Benefits	33
17.04	Training	33
17.05	Trainees (Parts)	34
17.06	Course Tuition Reimbursement.....	34
ARTICLE 18 - TECHNOLOGICAL OR PROCEDURAL CHANGE		35
18.01	Definition	35
18.02	Introduction	35
18.03	Data to be Provided.....	35
18.04	Notice to Employees affected	36
18.05	Consultation	36
18.06	Failure to Agree	36
18.07	Grievances pertaining to Technological Change.....	36
18.08	Reduction in Number of Employees as a result of Technological Change	36
18.09	Severance Pay	36
ARTICLE 19 – HUMAN RIGHTS – HARRASSMENT AND DISCRIMINATION		36
19.01	Human Rights – Discrimination and/or Harassment.....	36
19.02	Right to an Environment Free From Discrimination and/or Harassment.....	37
19.03	Harassment Defined.....	37
19.04	No Reprisal for Raising A Complaint.....	37
19.05	Strict Confidence.....	38
19.06	Right to Discontinue Contact.....	38
19.07	Discipline of Any Person	38
19.08	Frivolous, Vindictive or Vexatious Complaints	38
19.09	Rights Not Negated	38
19.10	Complaint Procedure	38
19.11	Investigation	38
19.12	Fact Finder	39
ARTICLE 20 - CHARGEHAND		39
20.01	Chargehand	39
ARTICLE 21 - GENERAL PROVISION		39
21.01	Coveralls/Coats	39
21.02	Protection of Employee's Personal Effects	39
21.03	No Moonlighting	40
21.04	No Requirement to Cross Legal Picket Line.....	40
21.05	Bridging Clause.....	40
21.06	No Discipline for Failure to Sign Authorization.....	40
21.07	Job Description Agreed to.....	40

ARTICLE 22 - SAVINGS CLAUSE.....	40
22.01 Savings Clause.....	40
ARTICLE 23 - WAGES.....	40
23.01 Wages as Negotiated	40
23.02 New Classification.....	41
23.03 Wage Statement	41
23.04 Severance	41
ARTICLE 24 - SUBSTANCE ABUSE RECOVERY PROGRAM	41
24.01 Treatment	41
24.02 Benefits	42
ARTICLE 25 - DURATION	42
25.01 Effective Date.....	42
25.02 Collective Agreement Continues	42
25.03 Exclusion of Sections 50(2) and 50(3).....	42
APPENDIX “A”- CLASSIFICATIONS, WAGES	44
APPENDIX “B” – POSITION DESCRIPTIONS	46
LETTER OF UNDERSTANDING #1	53
RE: RETIREMENT ALLOWANCE.....	53
LETTER OF UNDERSTANDING #2	54
RE: SHIFT ROTATION	54
LETTER OF UNDERSTANDING #3	55
RE: APPRENTICESHIP TRAINING FOR PARTS AND SERVICE	55
LETTER OF UNDERSTANDING #4	56
RE: R.R.S.P. PLAN.....	56
LETTER OF UNDERSTANDING #5	57
RE: COMPRESS WORK WEEK AND CLAUSE 4.01	57
LETTER OF UNDERSTANDING #6	58
RE: PART TIME PARTS DRIVER, WAREHOUSEPERSONS AND JANITORS	58
LETTER OF UNDERSTANDING #7	60
RE: PROBATIONARY WAGE RATE FOR THE HELPER, STEAM CLEANER, & JANITOR.....	60
LETTER OF UNDERSTANDING #8	62
RE: PAYMENT OF JOURNEYPersons PREMIUMS	62

LETTER OF UNDERSTANDING #9	63
RE: CORINNE GILMORE	63
LETTER OF UNDERSTANDING #10	64
RE: PARTS RUNNER CLASSIFICATION	64
LETTER OF UNDERSTANDING #11	66
RE: RELIEF SERVICE WRITER	66
LETTER OF UNDERSTANDING #12	68
RE: HEALTH AND WELFARE BENEFITS – ELIMINATION OF MANDATORY RETIREMENT	68

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

INLAND KENWORTH SALES LIMITED

(hereinafter referred to as "the Company")

- and -

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

(hereinafter referred to as "the Union")

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 Union is Exclusive Bargaining Agent

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in 1.02 hereof, with respect to rates of pay, hours of employment and all other working conditions and conditions of employment.

1.02 Definition of Employee

The term employee as used in and for the purpose of this Agreement shall include all persons covered by the Certificate of Bargaining Authority issued by the Ministry of Labour of British Columbia.

1.03 Retention of Bargaining Unit Work

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit or jobs for which the bargaining unit has established a classification and wage rate, except for the purposes of instruction and experimentation.

1.04 Protection of Bargaining Unit Work from Sub-contracting

Where the Company's facilities, space and trained personnel are available, the Company shall continue to have all work which can be efficiently performed by its employees, performed by members of the bargaining unit.

1.05 Respectful Conduct

It is expected that employees within and without the bargaining unit will conduct themselves in an honest and straightforward manner. In addition, in their dealings with each other, Company and the Union agree that management employees, bargaining unit employees, employee representatives of the Union and Union officials, will treat each other with dignity and respect.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

2.01 Management Rights

The Union recognizes the right of the Company to demote transfer or discharge any employee, subject to the provisions of **this Collective Agreement**.

2.02 Subject to the Provisions of this Agreement

The Union further recognizes the right of the Company to operate and manage its business in all respects, subject to the provisions of this Agreement.

2.03 Right to Make Rules

The Company also reserves the right to supplement and alter from time to time, **reasonable** rules and regulations to be observed by the employees, said regulations and rules not being inconsistent with the provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

3.01 Union Membership

(a) Maintenance of Union Membership

The Company agrees that any present employee of the Company who, at the date of signing of this Agreement, is a member of the Union, will, as a condition of continued employment, maintain membership in the Union in good standing.

(b) New Employees Must Join Union

All new employees will, as a condition of continued employment, join the Union within thirty (30) days of hire, and as a condition of continued employment, maintain membership in the Union in good standing.

3.02 Union Dues and Assessments

(a) Deduction of Union Dues

The Company agrees to deduct once each month from the earnings of every employee such dues as may be fixed by the Local Union and communicated to the Company by the Union. The total amount so deducted, with an itemized statement of the same in duplicate will be forwarded to the Union in the manner prescribed herein. The Company also agrees to show the yearly amount of dues deducted on the employee's T-4 slip.

(b) Deduction of Union Assessment

The Company agrees to deduct, from the earnings of every employee, such assessments as may be levied by the Union and communicated to the Company by the Union. The total amount so deducted with an itemized statement of the same in duplicate will be forwarded to the Union in the manner prescribed herein.

(c) Remittance of Union Dues

The Company agrees to remit all dues and assessments deducted by cheque payable to the order of the Local Union, to the Financial Secretary or other designated Union official, within fifteen (15) days after such deductions were made.

(d) Check-off Authorization

The Company agrees to have all present and future employees covered by this Agreement as condition of continued employment, sign and maintain the check-off authorization form as supplied by the Union, authorizing the Company to implement the provisions of **Clause 3.02(a)** and (b) hereof, and the Union agrees to indemnify the Company and hold it harmless against any claims which may arise in complying with the provisions of this Article.

3.03 When to Deduct Union Dues

An employee who works forty (40) or more hours in any one month shall be deducted Union dues. Statutory holidays and vacations count as hours worked for the purpose of this provision.

3.04 Opportunity for Union to Supply Suitable Applicants

The right to hire the candidate of their choosing is vested in the Company, provided the Company first contacts the Union office to give the Union an opportunity to provide suitable applicants within 48 hours.

3.05 Access by Union Representative

The Union Representative shall have access to the Company's premises after first obtaining permission from the Shop Manager or **his/her** nominee for the purpose of attending to Union business. Such permission will not be unreasonably withheld.

3.06 Layoff or Discharge of Union Steward

When the Company finds it necessary to lay off or discharge a Shop Steward, the Union shall be given four (4) hours prior notice.

3.07 Union Bulletin Boards

The Company agrees to provide adequate space in a permanent location acceptable to the Union for a bulletin board. The bulletin board shall be supplied by the Union to remain the property of the Union for the sole use by the Union for the purpose of conveying information by notice or letter to its members in the plant. The Union agrees that the bulletin board shall not be used for the dissemination of political propaganda or advertising matters not relating directly to Union business.

3.08 New Employee Orientation

- (a)** Each new employee will be introduced to the Shop Steward at the first possible opportunity, but no later than within five (5) working days of the first day of work. In no case will this cause an interruption in production. New employees at the time of hiring will be provided with a copy of the current collective agreement.
- (b)** The Shop Steward will be permitted up to twenty (20) minutes on Company time to familiarize the new employee with the terms of the collective agreement.

3.09 Production of Collective Agreements

The **Company** agrees to pay \$500.00 to the Union for the production of a minimum of 75 copies of the Collective Agreement every contract term.

3.10 Quarterly Union Visits

The Company will grant the Union access to its premises four (4) times per year so as to allow direct contact with its members during working hours. The Company will provide suitable space for the Union Representative to conduct private meetings. The Union agrees not to disrupt employee work assignments unless otherwise authorized by the Company and to meet at times that are least disruptive to the Company's business (e.g. coffee breaks, lunch). The Union further agrees to limit these visits to no longer than two (2) hours per visit.

ARTICLE 4 - HOURS OF WORK

4.01 Work Weeks

(a) Normal Work Day and Normal Work Week

The hours of work shall be forty (40) hours per week, eight (8) hours per day, with two (2) consecutive days off, one being Sunday.

(b) Tuesday to Saturday Work Week Premium

Employees working on a Tuesday to Saturday work week shall be paid a premium of seventy-five (75) cents per hour for each regular hour worked on the Saturday.

(c) Sunday to Wednesday Shift

(i) Hours of work shall be 7:00 am – 5:30 pm Monday to Wednesday;

(ii) Hours of work shall be 7:00 am – 5:00 pm Sunday;

(iii) 39.5 Hours of work and 40 hours pay;

(vi) Employees working on this shift shall receive a \$1.25 per hour premium for all hours worked on the Sunday shift.

4.02 Standard Starting and Stopping Times

The standard working day starting and stopping times shall be between the hours of 7:00 a.m. and 12:00 a.m. The present starting and stopping times may only be changed by mutual consent of the Company and the Union.

4.03 Day Shift Starting Times Begins 24 Hour Day

The starting time of the day shift shall be recognized as the beginning of the twenty-four (24) hour work day period and the second and third shifts, in that order, follow the day shift.

4.04 Paid Lunch for Second and Third Shifts

Employees working the second and third shift shall be provided a paid lunch period of thirty (30) minutes.

4.05 No Work During Lunch Period Except in Emergency

No employee shall work during **his/her** designated lunch period except in the case of an emergency and no employee will be required to work more than four and one-half (**4 1/2**) hours without receiving their lunch period.

4.06 Rest Period

The Company agrees to grant all employees covered by this Agreement, two (2), fifteen (15) minute rest periods each day, one in the forenoon and the other in the afternoon without loss of pay.

4.07 Return of Tools Prior to End of Shift

Employees shall be allowed sufficient time during working hours to return tools, parts, etc. to the stores or crib before the end of each shift.

4.08 Minimum 8 Hour Break

There will be a minimum of eight (8) hours break between the work periods for any given employee. In the event that an employee is instructed to report for work at a time later than the normal shift start in order that **he/she** may be provided with an eight (8) hour break, the employee shall be paid for those hours at **his/her** regular hourly rate and any time worked after the end of their normal shift shall be paid at the applicable overtime rate. In an emergency situation where it is not possible to provide a minimum of eight (8) hours break, the employee concerned shall be paid for all work on the following shift at the appropriate overtime rates, and such shift shall be considered continuous time from his previous shift worked.

4.09 Notice of Shift Change

The Company agrees to give employee's **seven (7) calendar** day's notice of a shift change. In the event **seven (7) calendar** days notice is not possible due to an emergency then the employee who is rescheduled shall receive four (4) hours pay at his/her classified rate. The Company agrees not to use this provision to schedule shifts of less than two (2) weeks duration.

4.10 Minimum Report Time

Any employee who is instructed to report for day shift and is sent home because the Company re-scheduled him/her for afternoon shift, and without prior notification as provided in **4.09** shall receive at least four (4) hours pay at his/her classified rate. The same payment shall apply if the reverse situation applied.

4.11 Second and Third Shift Premium

Employees working the second and third shift past 6 PM:

- (a) that work five (5), eight (8) hour shifts shall work seven and one-half (7 1/2) hours for which they will receive eight (8) hours pay, or**
- (b) that work four (4), ten (10) hour shifts shall work nine and one-half (9 1/2) hours for which they will receive ten (10) hours pay,**

in addition to one dollar (\$1.00) per hour premium which shall be paid for all hours spent on these shifts.

4.12 Report to Work Outside Company Premises

- (a)** Employees required to report for work outside the Company's premises shall be paid for all travelling time up to a maximum of eight (8) hours in each twenty-four (24) hours required to travel to and from the job, plus all transportation, hotel and meal expenses. In addition, a premium bonus of one dollar and twenty-five cents (\$1.25) shall be paid to the employee(s) for all time actually spent on the job.
- (b)** Provided that it is agreeable to the employee(s) concerned to travel on Sundays or holidays, it is understood that the rate for travelling time will be at straight time. Notwithstanding the above, travel time subsequent to assigned work hours by pick-up truck or passenger car shall be paid for at time and one-half (1 1/2X) to a maximum of eight (8) hours in any twenty-four (24) hour period.
- (c)** Where an employee's vehicle is used on Company business, including training courses, the Company shall pay forty-four cents (\$0.44) per kilometre for travelling expenses travelling to and from the destination of the Company business/course, and for any kilometres used while attending the business/course.

4.13 No Employee Vehicle

No employee **shall be forced to use his/her own vehicle** on Company business.

ARTICLE 5 - OVERTIME

5.01 Overtime Premiums

Overtime shall be paid at the rate of time and one-half (**1 1/2X**) for the first one (1) hour immediately following the end of the employee's regular shift, exclusive of time for a meal break which shall not exceed one (1) hour. Hours worked in excess of the above shall be paid for at the rate of double time.

5.02 Saturday/Sunday/Day of Rest Overtime Premium

- (a) Employees working on a Monday to Friday work week shall be paid time and one-half (**1 1/2X**) for the first four (4) hours worked on Saturday morning and double time thereafter. Employees working on a Tuesday to Saturday work week shall be paid time and one-half (**1 1/2X**) for the first four (4) hours worked on Monday morning and double time (2X) thereafter.
- (b) Double time (2X) shall be paid for all hours worked on Sundays.
- (c) Double time (2X) shall be paid for all hours worked on Statutory Holidays.

5.03 Overtime Beyond 4 Hours of Overtime - Double Time

All overtime worked by employees beyond four (4) hours overtime in one (1) calendar week shall be paid for at double time (2X).

5.04 Overtime Offered on Seniority Basis

- (a) Overtime shall be offered on the basis of seniority amongst employees qualified to do the available overtime work. If no senior employee volunteers then the company can assign the overtime work to the most junior employee. In order to ensure the most junior employee is not always assigned the overtime the second most junior qualified employee shall be designated as the most junior qualified employee if the most junior qualified employee has been required to work overtime under this article in the previous four (4) weeks.
- (b) **The Parties agree that notwithstanding the preceding paragraph, the technician that is on a job may continue to complete the job on overtime if required and approved without reference to seniority order.**

5.05 Fifteen Minute Rest Period Prior to Overtime of Two Hours or More

An employee shall be allowed a fifteen (15) minute rest period before commencement of his overtime, if the overtime is estimated to be two (2) hours or more.

5.06 Overtime Meal

For employees working four (4) hours or more after their scheduled shift the Company shall pay a reasonable amount for a meal to a maximum of ten dollars (\$10.00).

5.07 Overtime Banking

- (a) The parties agree that an employee may notify the Company that he/she wishes to "bank" any overtime hours worked to be taken as personal time off. The overtime hours banked shall be the hours the employee would otherwise be paid at the applicable overtime rate had he/she taken pay (e.g. overtime worked at double time (2X) will be one (1) hour banked time and one (1) hour at regular pay.
- (b) When banked time is taken as personal time off, the rate of pay for such hours shall be the rate the employee was earning at the time overtime was worked. When an employee takes paid time off as herein provided, it shall be without loss of benefits.
- (c) Effective in the first week of December of each year an employee who wishes to "bank" overtime for the following year shall notify the Company. The maximum hours of personal time off shall be eighty (80) hours in each year period. Hours left at November 30th shall be paid out at the rate the overtime was worked or earlier at the employee's discretion.
- (d) An employee will be entitled to take banked personal time off provided five (5) days notice was given to the employee's supervisor provided:
 - (i) the maximum number of employees away at one time per department for vacation and banked personal time off does not exceed the maximum number away at one time as defined in **Clause 6.05**; and
 - (ii) there is another employee available capable of performing the work necessary.
- (e) When a layoff becomes necessary the Company may confer and mutually agree with the Union upon a plan for employees to take banked personal time off in order to avoid a layoff.
- (f) An employee will be entitled to receive banked personal time on short notice provided the Company and the employee mutually agree.

5.08 Call Out

(a) Service Department

A Service Department employee called out to work at the shop or on a service call on his/her day off, Sunday or Statutory Holiday (or day observed as a Statutory Holiday) shall be guaranteed four (4) hours pay at the applicable overtime rate.

(b) Parts Department

A parts Department employee called out to work at the shop or on a service call on his/her day off, Sunday or Statutory Holiday (or day observed as a Statutory Holiday) shall receive two (2) hours pay at regular rate per call out which shall cover wages and expenses.

(c) Overtime Beyond 1 Hour on any Parts Call Out

In addition, all time spent by an employee on any parts call-out in excess of one (1) hour from the time the employee left home shall be paid at the applicable overtime rates.

(d) In the application of this Article, the provisions of Clause **4.08** shall apply.

ARTICLE 6 - VACATIONS

6.01 Vacation Allotment

Vacations shall be granted as per the following schedule:

less than one (1) year - one (1) day vacation with pay for each month of completed service to a maximum of ten (10) days for the year.

YEARS OF SERVICE	VACATION PERIOD	VACATION PAY
1 year but less than 3 years	2 weeks	4% or 2 weeks
3 years but less than 7 years	3 weeks	6% or 3 weeks
7 years but less than 15 years	4 weeks	8% or 4 weeks
15 years or more	5 weeks	10% or 5 weeks

25 years or more	5 weeks plus one (1) days pay or	10.4%*
26 years or more	5 weeks plus two (2) days pay or	10.8%*
27 years or more	5 weeks plus three (3) days pay or	11.2%*

*Pay at percentage of gross annual earnings or time they qualify for whichever is greater.

****Vacation time will be computed annually up to but not including the first day of April.**

6.02 Work Less Than 1,500 Hours

Except as outlined in 6.03 hereof, an employee who worked less than 1,500 hours in the vacation year will receive vacation pay calculated on a percentage of his gross earnings on the following basis:

2 weeks entitlement	4%
3 weeks entitlement	6%
4 weeks entitlement	8%
5 weeks entitlement	10%

6.03 Vacation Scheduling

- a) **The Company will supply a vacation planner by March 1st of each year to be completed by the employees by April 1st. Vacations will be scheduled on a seniority basis. If an employee does not wish to schedule his/her full vacation entitlement by April 1st of each year, the unscheduled balance must then be scheduled by mutual agreement and taken in any event before March 31st of the following year. When completed, the Shop Steward will be given a copy which will be kept current by department head.**
- b) **The Company will continue its policy of posting the holiday schedule and to confirm each employee's vacation allotment in seniority by May 15th and only to be changed by mutual consent.**

6.04 Vacations Must be Taken

Where employees have not scheduled their vacation by January 31st of each year, the Employer shall designate when the unscheduled vacation must be taken prior to March 31st of that year.

6.05 Maximum Away Per Department

The maximum number of employees away at one time for vacation per department:

1 – 6	one away	13 – 20	three away
7 – 12	two away	20 +	four away

6.06 Prime Summertime Maximum

Only a maximum of four (4) weeks vacation can be scheduled by an employee during the prime summer time vacation period which is defined as the period between June 1st and the conclusion of the Labour Day weekend.

6.07 Specially Extended Family Vacation

An employee may combine his/her vacation time and pay in consecutive years in order to provide for a special extended family vacation of up to eight (8) weeks continuous vacation with pay. However, only one (1) employee per vacation year shall be allowed to be absent due to this provision unless mutually agreed to otherwise.

6.08 Vacation Pay

- a) Vacation pay will normally be provided on the regular pay when the employee is away on scheduled vacation leave unless he/she requests otherwise in writing a minimum of two (2) weeks prior to the requested vacation date. Excluding residual vacation pay as per (b) below, an employee may only request vacation pay in advance in an amount equal to the regular pay that would have been earned for each approved vacation block. e.g. 2 weeks advance pay for 2 weeks vacation.
- b) Any residual vacation pay owing due to percentage calculation exceeding the weeks and or days of entitlement will be paid to the employee on the first pay following April 1st of the next vacation year if not requested earlier (upon two (2) weeks written notice).

6.09 Certain Leaves and Vacation Pay

Authorized leave of absence for sickness, accident, attendance at arbitration hearings or contract negotiations or Union gatherings shall not affect the employee's right in respect to vacation with full pay. Vacation time and Statutory Holidays shall also not affect the employee's right to vacation with full pay.

6.10 Vacation Pay Upon Termination

Employees terminating their employment during the course of a working year, in respect of which they have not received an annual vacation, shall receive vacation pay on the following basis:

- (a) If worked six (6) months or less, on the basis of the "Employment Standards Act" of B.C.;
- (b) If worked over six (6) months, on the basis of a proportionate amount as set out in 6.01 of this Article

6.11 Statutory Holiday During Vacation

Should a Statutory Holiday occur while an employee is on annual vacation, he shall receive an additional day off with full pay at his regular rate immediately preceding or following his vacation, or he may elect to receive pay in lieu of. Such designation shall be made at the time the employee schedules his holidays.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Grievance Procedure

The Company and the Union recognize that grievances may arise concerning differences between the parties in regards to the interpretation, application, operation or alleged violation of the provisions of the agreement. To resolve these differences and pursuant to the provisions of the Labour Code of British Columbia the following procedures shall be followed:

7.02 Informal Step

As an informal and voluntary step, the employee, with or without a shop steward shall make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option the employee may be accompanied by a Shop Steward.

7.03 Step 1

Failing satisfactory settlement at the Informal Step the Union shall file a written grievance with the appropriate senior manager no later than ten (10) calendar days after the Union first became aware of the circumstances giving rise to the grievance. The manager shall reply to the Union in writing within five (5) calendar days.

7.04 Step 2

Failing satisfactory settlement at Step 1, the Union's grievance representative shall submit the grievance in writing to the Regional Manager or designate who shall meet within seven (7) calendar days of receipt of the grievance. The Director of Operations or designate shall render a written decision within seven (7) calendar days of the grievance meeting.

7.05 Step 3

Failing satisfactory settlement at Step 2, the Union may refer the grievance to Arbitration (Article 8) within thirty (30) calendar days of the decision at Step 2.

7.06 Certain Grievances to Step 2

Group, Policy, Suspension or Discharge Grievances shall be submitted at Step 2 of the Grievance Procedure.

7.07 Time Limits

The time limits in each step of the grievance procedure may be extended by mutual agreement between the parties.

7.08 Grievor May Attend Grievance

It is understood that the grievor, at his election, may be present at any step of the grievance procedure.

ARTICLE 8 - ARBITRATION PROCEDURE

8.01 Matter sent to an Arbitrator

(a) Where an issue is not resolved pursuant to Article 7 of this Collective Agreement, the matter shall be resolved in the following manner:

The Parties agree that a single arbitrator shall be used as provided for in the Labour Relations Code. The Company and the Union shall

make every effort to agree on the selection of the arbitrator within ten (10) calendar days after the party requesting arbitration has delivered written notice of its intent.

- (b) In the event that the Parties fail to agree on an arbitrator, they shall forthwith request the Minister of Labour to appoint one.

8.02 Arbitrator

The arbitrator shall hear each Party's case, settle the terms of the question to be arbitrated and if possible, make his/her award within twenty-one (21) calendar days from the day of the hearing.

8.03 Limitations

The arbitrator shall not be vested with power to change, modify or alter any of the terms of this collective agreement.

8.04 Binding Decision

The decision of the Arbitrator shall be final and binding.

8.05 Expenses of the Arbitrator

The expenses and compensation, of the Arbitrator shall be divided equally between the Company and the Union.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9.01 Just and Reasonable Cause

An employee that has successfully completed probation and bound by this Agreement may only be disciplined, suspended or discharged for just and reasonable cause.

9.02 Right to a Shop Steward

The Company agrees that if it chooses to implement written discipline, suspension or discharge on an employee, a Shop Steward shall be present.

9.03 Discuss With Shop Steward

Any employee being discharged **or suspended** shall be given an opportunity to discuss the matter with a Shop Steward, provided a Shop Steward is on shift, before the employee is required to leave the premises.

9.04 Notification of Reasons in Writing

- (a) An employee shall be notified in writing of any discipline, suspension, or discharge. The disciplinary notice shall contain all relevant information such as the infraction, its' date, place and time, along with the amount of discipline. The shop steward shall be provided a copy of the discipline at the time it is given.
- (b) No complaint shall be recorded against an employee nor may be used against him/her at any time unless said employee and the Union are advised accordingly in writing within ten (10) working days of the Company's first knowledge of the incident or occurrence, giving rise to the complaint. In instances where the Employer reasonably requires more time to properly conduct an investigation, the Employer may request a time limit extension which the Union shall not unreasonably deny.

9.05 Removing Discipline from Personnel Files

The Company agrees to remove written discipline from an employee's record after twelve (12) months and not raise the discipline in any subsequent proceedings provided that the employee does not receive discipline for any offence within the said twelve (12) month period. If an employee receives further written discipline within twelve (12) months of the last written discipline, then both shall remain for a further twelve (12) months from the date of the most recent written discipline.

9.06 Access to One's Own File

An employee at reasonable intervals and on his/her own time shall have access to his/her own personnel file. He/She may make copies of any material on the file.

9.07 Signing Not Agreement

Whenever an employee chooses to sign a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

ARTICLE 10 - SENIORITY

10.01 Departmental Seniority

In all layoffs and re-employment, the rule of seniority shall apply.

- (a) Within the respective service, **parts or office** department that the employee is designated.

- (b) Provided the senior employee is competent to perform the work available.

10.02 Notification to Union When a Layoff Occurs Out of Seniority Order

When employees are to be laid off out of seniority **order**, the Company will inform the Union prior to the actual layoff.

10.03 Probationary Period

New employees shall serve a probationary period of one hundred twenty (120) days worked, during which time no seniority rights shall be earned by such employees, except that at the termination of such probationary period the employee's seniority service shall be calculated from the date of commencement of his/her employment with the Company. The Company may, during the first ten (10) days of a new employee's service, advise the Union in writing that certain employees have been placed on the seniority list and are not to be considered as probationary. During the probation period, an employee may be discharged if the Employer believes he/she is unsuitable for status as a regular employee. For the purpose of discharge, a probationary employee shall be held to a lesser standard than just and reasonable cause.

10.04 Layoff Procedure

When a layoff becomes necessary, **affected employees shall receive a written notice of layoff before the end of the first hour of the third day of the work week prior to the layoff. Probationary employees shall be laid off first, followed by apprentices and then the remaining staff.** The Company may either lay off employees in accordance with **Clause 10.01** or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.

10.05 Job Posting

New jobs will be filled as follows:

- (a) When a new job(s) or job vacancy becomes available, the Company will post the position for **six (6) calendar** days.
- (b) Any employee may apply for the posted position on forms supplied by the Company.
- (c) In making promotions the Company shall first consider the senior applicant(s) who shall have the opportunity to demonstrate sufficient ability during a reasonable period of time that is intended for familiarization. The senior applicant demonstrating sufficient ability shall be selected for the job.

- (d) An employee away from work may apply for a job posting upon receiving one (1) week's notice of the job posting via registered mail.

10.06 Seniority Standing Will be Cancelled if an Employee:

- (a) voluntarily leaves the employ of the Company;
- (b) overstays authorized leave of absence unless detained for legitimate cause;
- (c) is discharged and not re-instated under the terms of this Agreement;
- (d) is recalled to work and does not notify the Company within forty-eight (48) hours of **his/her** intention to return to work, and report to work within **seven (7) calendar** days of receiving notice by registered mail, except when by mutual consent of Company and Union that failure to report to work within the specified time limit was unavoidable or that recall was refused in accordance with **Clause 10.09**.
- (e) absence due to layoff for the following periods after which an employee's seniority will terminate:
 - i) less than 6 months' seniority 6 mos.
 - ii) over 6 mos. but less than 30 mos. 12 mos.
 - iii) over 30 mos. but less than 42 mos. 18 mos.
 - iv) over 42 mos. 24 mos.
- (f) period spent outside the bargaining unit in a supervisory or sales capacity with the Company but not exceeding one (1) year. Thereafter, his/her seniority will be lost.

10.07 Recall Procedure

Laid off employees with seniority will be given the first opportunity to be re-hired. Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. An employee being recalled must notify the Company within forty-eight (48) hours of his intention to return to work, after the first notice of recall as described above, but no longer than five (5) working days, after receipt of the registered notice, except when by mutual agreement between the Company and Union failure to report within the specified time limit was unavoidable. A copy of the notice will be given to the shop steward or Union **committeeperson**.

Recalled employees will be credited with the seniority they had at the date of layoff.

10.08 Employee's Current Address Update

It is the employee's responsibility to keep the Company informed of his/her current address. Failure to do so **may negate** any rights of recall under this Article.

10.09 Right to Refuse Recall

An employee at his/her option shall have the right to refuse recall to work without foregoing his/her recall rights if the Company is unable to guarantee the said recalled employee four (4) full weeks of employment.

The employee who refuses recall under these circumstances cannot "bump" the recalled employee. However, the employee can be recalled to work again in line with his/her seniority. Employees can only refuse recall twice under these circumstances and must take the recall on the third time or else forfeit his/her seniority rights.

ARTICLE 11 - GUARANTEE

11.01 Forty Hour Guarantee

- (a) The Company agrees to guarantee all shop and parts department employees covered by this Agreement forty (40) hours of work five (5) days (consecutive) excluding Sunday in every full work week.

In addition to this "forty hours guarantee", employees must be given notice of layoff before the end of the first hour of the third day of the work week **prior to the layoff**. Failure to provide notice means the employee cannot be laid off until the week following.

- (b) Office employees shall be provided with a guarantee of 37 1/2 hours of work Monday to Friday.
- (c) The application of the above guarantee shall not apply in the event of fire, power failure (exceeding thirty (30) minutes, floods, or other emergencies beyond the control of the Company. In such cases employees will be paid only to the time of the forced layoff.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 Designated Holidays

All employees shall receive twelve (12) Statutory Holidays with pay at their regular straight time rate (inclusive of their shift differential). The designated days shall be:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day

B.C. Day
Labour Day
Thanksgiving Day
Remembrance Day

Christmas Eve Day
Christmas Day
Boxing Day

or any other General Holiday proclaimed by the Provincial or Federal Governments, when the Company is forced by legislation to close down its operation.

12.02 Stat on Non-Work Day

- (a) In the event a statutory holiday should fall on a non-working day, the next scheduled work day shall be observed as the holiday except where the Company is open for business on the next scheduled work day.
- (b) In the event the statutory holiday is observed on either:
 - (i) The next scheduled work day following the statutory holiday,
 - or,
 - (ii) On the last scheduled work day prior to the statutory holiday.
- (c) Employees will be given the option of scheduling their day off in advance, or following the statutory holiday in order of seniority. However, the Parties recognize that the Company must be able to schedule enough employees on each shift to maintain efficient operations.

12.03 Compensation for Time Worked

Double time shall be paid for all hours worked on a Statutory Holiday in addition to payment for the Statutory Holiday.

12.04 Eligibility for Pay

To be eligible for the above Statutory Holiday pay, an employee must work **his/her** recognized work day immediately before and immediately after the holiday. Exception will be made in the case of absence due to compensable injury, bona fide illness for which the Company may require a doctor's certificate, approved leave of absence, or temporary layoff provided the employee's absence from work for the purpose of this exception by reason of any of the above causes is not for a total period in excess of two (2) weeks. (For purposes of this Article, temporary layoff shall be considered as one of two (2) weeks or less in duration). A new employee must have completed fifteen (15) working days to qualify for Statutory Holiday pay.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Paid Leave

Employees are entitled to paid leave as follows:

(a) Jury and Witness Duty

Any regular full time employee with seniority who is required to serve as a jurymen or subpoenaed witness on a day on which **he/she** would normally have worked, will be reimbursed by the Company for the difference between the pay received for jury or witness duty and **his/her** regular straight time rate of pay for **his/her** regular scheduled hours of work. It is understood that such reimbursement shall exclude travel allowances and shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness services and jury or witness duty pay received.

(b) Bereavement Leave

In the event of a death in the immediate family of an employee, the Company will grant time off with pay, up to three (3) days, to make arrangements for and/or to attend the funeral. The term "immediate family" shall include spouse, parents, children, brothers, sisters, grandparents (of either spouse), grandchildren, mother-in-law, and father-in-law. In the event of a death of a brother-in-law or a sister-in-law the Company shall grant one (1) day leave of absence with pay, if the employee attends the funeral, or up to three (3) days leave of absence with pay, if the employee is making arrangements for and attending the funeral.

13.02 Unpaid Personal Leave

The Company will grant leaves of absence to any employee if:

- (a) the employee requests in writing;
- (b) the Company feels the leave does not interfere with its operations;
- (c) the Company feels the leave is for reasonable cause.

An employee taking work elsewhere during a leave granted herein shall be considered as having quit, unless expressed permission was first obtained from the Company and the Union.

13.03 Leave for Union Business

- (a) The Company will grant up to two (2) employees per year a maximum one (1) week leave without pay (plus reasonable travel time) for the purposes of attending National or Local Union gatherings, if:
 - i) The employee requests the leave in writing two (2) weeks in advance;
 - ii) The Union confirms the request in writing two (2) weeks in advance;So long as not more than one (1) employee from each area (Service, Parts) is absent at any one time, unless one is the Chief Steward.
- (b) The Company will grant one (1) employee per year, if requested, a leave of absence of up to three (3) years to work for the National or Local Union if:
 - i) The employee requests the leave in writing one (1) month in advance;
 - ii) The Union confirms the request in writing; and
 - iii) The employee returning from a leave cannot create a layoff situation.

13.04 Parental Leave

An employee shall be granted an unpaid leave of absence as per the Employment Standards Act of British Columbia.

13.05 Leave for Union Bargaining Committee

- (a) The Union shall select two (2) bargaining unit members, who shall be granted, upon reasonable notice, a leave of absence without pay, seniority or other benefits to attend to all business related to the negotiation of a revised Collective Agreement.**
- (b) The Employer agrees to continue regular pay for the Bargaining Committee and invoice the Union for reimbursement.**
- (c) All time off work under this Clause shall be considered time worked for the purposes of statutory holidays, vacation time, seniority, health and welfare benefits and any other applicable benefit or right under the Collective Agreement.**

ARTICLE 14 – HEALTH AND WELFARE BENEFITS

14.01 Health and Welfare Benefits

The Company agrees to provide **and maintain the following health and welfare benefits as set out in this Article and as otherwise described in the booklet “Inland Kenworth - Goring Class D – Union Hourly Employees” (Plan Effective Date: July 1, 2008) and initialled by the parties**, and pay 100% of the monthly contributions:

- (a) Life Insurance of \$50,000

AD&D of \$90,000 or 2X annual earnings, whichever is greater.

- (b) Weekly Indemnity Income – five hundred dollars (\$500.00) or 60% of an employee’s gross weekly wages per week, whichever is greater; 1st day of injury or hospitalization, 4th day of illness for 26 weeks.

- (c) Long Term Disability Income - two thousand dollars (\$2,000.00) or sixty percent (60%) of an employee’s gross monthly wages, per month (integrated with Canadian Pension Disability Benefits) whichever is greater, payable to age 65.

- (d) Dental Plan -

Plan A 100%;

Plan B 75% Dentures, 50% all other major dental; (\$2500.00 per calendar year)

Plan C 75% Orthodontics - (\$2500.00 lifetime claim per dependent child)

All dental procedure costs shall be based on the current year Dental Fee guide.

- (e) MSP Medical Plan and Extended Health Benefits.

Orthopaedic shoe allowance - \$400.00

- (f) Vision Care – Effective December 21, 2006 **two hundred and twenty-five dollars (\$225.00)** per employee and per employee’s dependents every two **(2)** years. Employees may opt to use three hundred and fifty dollars (\$350.00) every **three (3)** years or **four hundred and fifty dollars (\$450.00)** every **four (4)** years.

- (g) Tool Insurance:

i) \$100.00 deductible

ii) proof of B and E

- iii) complete itemized list of tools by each employee which shall be updated annually and shall be kept in the employee's personnel file.
- (h) Extended Health Benefit Deductible – 100% of eligible expenses incurred outside of Canada, and 80% of all other eligible expenses. The deductible shall be fifty dollars (\$50.00) annually.

14.02 Benefits Continuation on Layoff

Prior to coverage lapsing, an employee shall advise the Company if he/she wishes to remain on the Health and Welfare Plan and make arrangements with the Company as to the method of providing and paying the necessary total premiums while he retains recall rights.

14.03 Benefit Continuation on W.C.B. or W.I.B.

When an employee is on Workers Compensation, Weekly Indemnity, or Long Term Disability, the Company will continue to pay the cost of the benefits described in 14.01 based on the following formula:

WCB – two (2) months per each twelve (12) months of completed service;

WI – two (2) months per each twelve (12) months of completed service to a maximum of twenty-six (26) weeks;

LTD – one (1) month per each twelve (12) months of completed service to a maximum of twelve (12) months.

14.04 Tool Allowance

A tool allowance of up to **four hundred and twenty-five dollars (\$425.00)** will be provided for service personnel for repair, replacement and upgrading of tools. Proof of purchase and/or repair must be provided in order to claim the tool allowance. **Employees shall be eligible for the tool allowance every twelve (12) months commencing each October 1st.**

14.05 No Change to Benefits

The benefits set out in this **Article**, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement, except by negotiation and the mutual agreement of the Union and the **Company**.

14.06 Benefit Responsibility

The **Company** is responsible for the administration, application and provision of the benefits of this Article. Any difference arising with respect to the administration, application or provision of any aspect of this Article will be

disposed of in accordance with the grievance and arbitration procedures of this agreement.

ARTICLE 15 - SICK TIME AND SICK LEAVE

15.01 Sick Credits

- (a)** The Company shall grant sick leave credits to each employee. These credits shall be granted on the following basis:
 - (i)** At the beginning of each service year with the Company, an employee shall receive credit of forty (40) hours' sick leave to apply to the service year which is just commencing.
 - (ii)** Before reaching an anniversary date at which sick time shall be received, an employee shall receive during the interim period, sick leave credit based on four (4) hours per month which will be accumulative to a maximum of forty (40) hours
 - (iii)** A new employee shall not receive sick leave credits until he has been in the employ of the Company for forty (40) calendar days.
 - (iv)** 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.

- (b)** 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/her** 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. The employees will fill out and sign a sickness or accident report to be provided by the Company. The Union agrees to work with the Company to prevent abuses of the sickness benefit.
 - (iv)** All absence due to illness of a duration of more than two (2) 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 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;
- (c) Sick Time Usage
- (i) All unused sick time per service year may be accumulated up to a maximum of six (6) extra day's sick time;
 - (ii) Accumulated extra sick time may only be used after the annual forty (40) hours' sick time has been used up;
 - (iii) An employee may cash out of his unused current yearly sick leave on his anniversary date by taking up to seventy-five percent (75%) of his accumulated days at equivalent pay - not to exceed seventy-five percent (75%) of forty (40) hours in total.
 - (iv) Any employee that is found to have taken sick time other than for legitimate illness may be terminated, subject to the grievance procedure.
 - (v) The Company shall allow an employee to utilize a paid sick leave day for attending to the needs of a sick child or parent.

ARTICLE 16 - INDUSTRIAL HEALTH, SAFETY AND THE ENVIRONMENT

16.01 Responsibility

- (a) The Company agrees that it is the responsibility of the Company to make adequate provision for the health, safety and the environment of the employees during the hours of their employment.
- (b) The Union and the employees agree to cooperate fully with the Company on all matters of health and safety and environment.

16.02 Joint Health and Safety Committee:

- (a) It is mutually agreed that a **Joint Health and Safety Committee** consisting of two employees selected by the Union will meet with a

management representative or representatives not less frequently than once a month. In addition to health and safety the committee will discuss maintaining and improving conditions in the shop.

- (b) Employees shall be compensated at regular rates of pay for time spent on inspection tours or at safety and working conditions meetings.
- (c) **The Local Union Representative shall be provided a copy of the minutes from each Joint Health and Safety meeting.**

16.03 Shop Inspections

When a shop inspection is made by an inspector authorized to enforce the Workers' Compensation Regulations, the Factories Act, or any other act or regulations, pertaining to industrial health or safety, a Union representative of the **Joint Health and Safety Committee** shall be included in the tour, and a copy of the inspector's report shall be made available to the **Joint Health and Safety Committee**.

16.04 Health and Safety Clothing, Tools and Equipment

The Company shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Company's expense. It is recognized that such protective equipment **must be worn or used as directed by the Company**. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

16.05 Washing Facilities

Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.

16.06 Lunch Room

The Company agrees to provide lunch space of a sufficient size to accommodate the staff.

16.07 Heating, Ventilation and Lighting

- (a) The Company agrees that the plant shall be heated and adequately ventilated and lighted.
- (b) In order to maintain the foregoing the Company agrees to install sufficient new heaters to attempt to maintain a temperature of 60 degrees F and further the Company agrees to install suitable exhaust ventilation system.

16.08 Compliance with the Recommendation of the Joint Health and Safety Committee

The Company agrees to implement the legitimate recommendations of the **Joint Health and Safety Committee** prior to the next scheduled monthly **Joint Health and Safety Committee** meeting.

16.09 Compliance with the B.C. Workers' Compensation Act and Regulations

The Company agrees to meet the requirements of the B.C. Workers' Compensation Act and Regulations and to implement the recommendations of the WCB Investigating Officer.

16.10 Disclosure of Information

- (a) The Company agrees to make every reasonable effort to acquire information from its customers which identifies biological agents, compounds, substances and by-products. This information shall include the chemical breakdown of trade names, descriptions, relevant information on potential hazards, maximum allowable exposure levels, precautions to be taken, symptoms, medical treatment and antibodies.
- (b) The above information will be shared with the **Joint Health and Safety Committee** and the Union along with the kinds of precautions to be taken. This information will be shared as soon as possible.
- (c) The Company shall provide the **Joint Health and Safety Committee** and the Union with reports to and by the Workers' Compensation Board or any other government agency authorized to enforce occupational health and safety regulations.

16.11 Truck Safety

- (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) The Company agrees that maintenance schedules and sign-off sheets will be posted for all Company vehicles. Every Company vehicle will contain its own pre-trip inspection log book.
- (c) The Company agrees that Company vehicles shall not be overloaded. It shall not be a violation of this Agreement where employees refuse to operate an "overloaded" vehicle.

16.12 Paid Health and Safety Seminar Leave

The Company agrees to grant one paid three (3) day leave of absence per year to one (1) employee selected by the shop employees to attend a Union sponsored **Joint Health and Safety Seminar**. The selected employee shall make available educational material obtained at such Conference.

16.13 Safety Shoe Allowance

An employee who has completed one (1) year of service shall, upon proof of purchase of safety shoes, be reimbursed one hundred dollars and twenty-five dollars (\$125.00) per year. Employees shall be permitted to accumulate their safety shoe allowance to a maximum of three hundred and seventy-five dollars (\$375.00). **The intent of this allowance is for the employee to purchase safety shoes for use primarily at the workplace.**

16.14 First Aid Premium and Training

(a) Industrial First Aid Premium

The Company agrees that should any employee classified in this Agreement be also employed in the capacity of a First-Aid **Person** and holding an unexpired Industrial First Aid certificate, shall receive the following premiums in addition to his/her regular wage:

- Level 1: \$0.75
- Level 2: \$1.00
- Level 3: \$1.50

(b) First Aid Training

The Company agrees to pay tuition, materials and time for employees to achieve or renew Industrial First Aid Tickets to meet the requirements of the Workers' Compensation Board (i.e. two employees to be ticketed during the life of this agreement). The First Aid Attendants shall be elected by the employees.

(c) Survival First Aid Premium

The Company agrees to pay an additional ten cents (10c/) per hour to one employee on each shift who is designated as having Survival First Aid.

(d) **The Company shall ensure that a qualified Union First Aid attendant is scheduled to be on duty during business hours and paid the appropriate premium.**

16.15 Injured Worker Provision

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of which injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, if unable to return.
- (b) Such employee shall be provided with transportation to his/her doctor's or hospital and to his/her home, if requested and deemed necessary by supervisor.

16.16 Whistleblower Protection

The Parties agree that it is the responsibility of the Company and its employees to notify the appropriate authorities if there is a release of hazardous substances to the air, earth or water systems. No employee may be disciplined for performing his/her duty.

16.17 National Day of Mourning

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

16.18 Working Alone

No employee will be required to work alone in the plant without provision being made to periodically check on the employee's well-being.

16.19 Training and Instruction

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

16.20 Right to Refuse

- (a) **The Employer must ensure the adequate direction and instruction of workers in the safe performance of their duties.**
- (b)
 - (i) **A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.**
 - (ii) **A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to sub-clause (i) must immediately report the circumstances of the unsafe condition to his or her employer.**

- (iii) The manager receiving a report made under sub-clause (ii) must immediately investigate the matter and

 1. ensure that any unsafe condition is remedied without delay, or
 2. if in his or her opinion the report is not valid, must so inform the person who made the report.
- (iv) If the procedure under sub-clause (iii) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer must investigate the matter in the presence of the worker who made the report and in the presence of:

 1. a worker member of the joint health and safety committee,
 2. a worker who is selected by a trade union representing the worker, or
 3. if there is no joint health and safety committee, any other reasonably available worker selected by the worker.
- (v) If the investigation under sub-clause (iv) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer and the worker must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (c) Temporary assignment to alternative work at no loss of pay to the worker until the matter is resolved is deemed not to constitute disciplinary action.
- (d) No Disciplinary Action

No employee shall be disciplined, penalized or discharged for refusing to work on a job or in any work place or to operate any equipment where he/she justifiably believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay, seniority or benefits during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused, until the matter is investigated by the Joint Health and Safety Committee and satisfactorily settled.

16.21 Prescription Safety Glasses – WCB Approved

- (a) Glasses will be supplied to all permanent employees in the following way:

Safety glasses are available at no cost to the employee from an optometrist registered under the BCAA. A list provided by the company will give the names of these optometrists and their locations.

- (b) If an employee elects to go with an optometrist not on the list, the reimbursable amounts will be:

Single Vision: \$146.30 (Plastic Lenses) or \$156.20 (Polycarbonate Lenses)
Bifocal Vision: \$179.30 (Plastic Lenses) or \$201.30 (Polycarbonate Lenses)
Progressive Vision: \$271.70 (Plastic Lenses) or \$281.60 (Polycarbonate Lenses)

- (c) If the cost of the package goes up in the future, the Company will pick up the increased cost.
- (d) In all the cases the employee will pay for the glasses and be reimbursed by the company upon providing a detailed receipt.
- (e) Lenses will be replaced if broken or substantially pitted or scratched.
- (f) Damaged frames should be repaired if possible or replaced as required.

ARTICLE 17 - APPRENTICES AND TRAINING

17.01 Apprenticeship Wage Scale

1st 6 months 60% of Journeyman Rate
2nd 6 months 65% of Journeyman Rate
3rd 6 months 70% of Journeyman Rate
4th 6 months 75% of Journeyman Rate
5th 6 months 80% of Journeyman Rate
6th 6 months 85% of Journeyman Rate
7th 6 months 90% of Journeyman Rate
8th 6 months 95% of Journeyman Rate
Thereafter 100% of Journeyman Rate

17.02 Ratio

Up to one (1) apprentice to every three (3) Journeypersons.

17.03 Maintenance of Wages and Benefits

(a) Wages and Benefits

The Company agrees to maintain lost time wages and benefits to an employee(s) while they are at school on a Company required program. Apprentices while at school shall be covered by **Clause 17.03(b)**.

(b) Apprentices

Any registered apprentice who, as a requirement of his/her apprenticeship, attends school shall be paid seventy-five percent (75%) of his/her regular wages by the Company based on a forty (40) hour week while attending school. This pay shall only apply for up to a maximum of five (5) weeks in each calendar year and the amount of any government grant received by such an apprentice shall be deducted from his/her wages. If marks and attendance are class average or ninety percent (90%) or better, then **one hundred percent (100%)** of wages will be paid.

(c) **Failing Grade**

Should an Apprentice fail to pass any course, the Company will only pay to take the **course** a second time and will only pay wages during the time needed to re-take the course and subsequent exam only once during the Apprentice's apprenticeship.

17.04 Training

(a) Job Training Opportunities

(i) **Employees will be consulted on a twice annual basis to determine their interest in specialized training (engine, transmission, electrical, etc.). Their plan will be presented to the joint training committee, and training will be allocated as it is available in order to achieve the employee's path of expertise development. To the greatest extent possible, training will be allocated equally, not necessarily by seniority**

(ii) All such training and travel time to and from the training shall be paid at straight time rates. This applies to in-house training as well.

(b) Discussion and Input from the Union

The Company agrees to first discuss training needs and aptitude tests with the Union through the Joint Apprenticeship/Training Committee as provided for in **Clause 17.04(d)**. Such discussion will take place well in advance of the introduction of training and/or aptitude tests so as to

enable the Union to adequately respond to the Company's proposals after consultation with the Union members employed by the Company.

(c) Apprenticeship Training

The Company agrees that an apprentice will be under the guidance of a mechanic or chargehand so that **he/she** may be provided with a thorough training program. No journeyman shall be displaced from **his/her** shift because an apprentice is assigned to the shift. In order to assure a thorough training for apprentices the Company agrees to ensure that an apprentice is exposed to sufficient training opportunities in the following areas in order to learn the trade:

- (i) Gear Work (including transmission and differentials and manual steering)
- (ii) Engines
- (iii) Hydraulics (including power steering)
- (iv) Electrical
- (v) Air and Hydraulic Brakes
- (vi) Suspensions

(d) The Company and the Union agree to establish a standing joint apprenticeship/training committee to develop and review apprenticeship training, upgrading of the mechanical trade and job training in general. Meetings of this committee shall be at the call of either party and at a mutually agreed upon time.

17.05 Trainees (Parts)

The Company agrees that Parts and Service Apprentice wage scale increases shall commence six (6) months from the date shown on the Apprentice's Apprenticeship Agreement (card).

17.06 Course Tuition Reimbursement

The Company agrees to pay **one hundred percent (100%)** of the cost of mutually pre-agreed-upon courses taken that are relevant to the business upon successful completion.

ARTICLE 18 - TECHNOLOGICAL OR PROCEDURAL CHANGE

18.01 Definition

The Parties are agreed that "technological change" means:

- (a) The introduction by the Company of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Company in its work, undertaking or business; or
- (b) A change in the manner the Company carries on its work, undertaking or business related to the introduction of that equipment or material.

18.02 Introduction

Where the Company introduces or intends to introduce a technological change that affects the terms, conditions and security of employment of any employees:

- (a) The Company agrees to notify the Union as far as possible in advance, of its intention, and to update the information provided as new developments arise and modifications are made;
- (b) The foregoing notwithstanding, when the security of a significant number of employees is affected, the Company shall provide the Union with at least two (2) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out.

18.03 Data to be Provided

The notice and description mentioned in 18.02 shall be given in writing, and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Company proposes to effect the changes;
- (c) the approximate number, type and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employee's or employees' working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on the employee or employees.

18.04 Notice to Employees affected

The notice mentioned in 18.02 and the information specified in 18.03 shall also be given to the employee or employees who will be affected by the technological change.

18.05 Consultation

Where the Company has notified the Union of its intention to introduce a technological change, the Parties shall meet within ten (10) days of the notice and shall endeavour to reach agreement on solutions to the problems arising from the intended technological change and on measures to be taken by the Company to reduce the impact of the change.

18.06 Failure to Agree

Where the Parties do not reach agreement within thirty (30) days of the commencement of formal consultation under 18.05, and where various matters relating to the affected employees remain unresolved, either Party may refer the matter to arbitration under Article 8.

18.07 Grievances pertaining to Technological Change

Grievances over the application, operation or alleged violation of this Article shall commence at Step 3.

18.08 Reduction in Number of Employees as a result of Technological Change

In the event of a reduction in the number of employees as a consequence of technological change, the provisions of Article 10 shall apply.

18.09 Severance Pay

Whenever an employee is laid off in accordance with this Article, he/she shall receive severance pay pursuant to Clause 23.04.

ARTICLE 19 – HUMAN RIGHTS – HARRASSMENT AND DISCRIMINATION

19.01 Human Rights – Discrimination and/or Harassment

The Employer and the Union agree to oppose all forms of discrimination and/or harassment of any person because of but not limited to: colour, national origin, religion, age, marital status, sexual orientation, same-sex partnership status or disability. Any such discrimination and/or harassment is absolutely prohibited.

19.02 Right to an Environment Free From Discrimination and/or Harassment

Every person may assert their right to be treated with dignity, respect and courtesy as a fundamental basis of a working relationship and to work in an environment free from any form of discrimination and/or harassment, whether personal and/or sexual in nature, and/or based on any prohibited grounds. Action contravening this policy will constitute grounds for discipline. The Union and the Employer agree to co-operate in expeditiously resolving all complaints of discrimination and/or harassment which arise in the workplace.

19.03 Harassment Defined

(a) Sexual Harassment

Sexual harassment shall be defined as any repeated and/or unwelcome physical contact, compromising invitation with sexual overtones or sexual comment, look gesture or suggestion that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome. Sexual harassment may include a single sexual advance made by a person in authority over the recipient or implies a threat or denial of employment opportunity including a reprisal made after a sexual advance is rejected.

(b) Personal Harassment

Personal Harassment shall be defined as any offensive conduct or improper behaviour that demeans, causes embarrassment, and/or is offensive to, another individual, and that a reasonable person ought to have known would be unwelcome, and/or where such actions have the effect of creating an intimidating, humiliating, hostile or offensive work environment. Personal harassment does not require a violation of the prohibited grounds as stated in 19.01 above.

(c) Not Discrimination or Harassment

Discrimination and/or harassment do not include actions occasioned through exercising in good faith the Employer's managerial and/or supervisory rights and responsibilities.

19.04 No Reprisal for Raising A Complaint

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of raising any complaint of discrimination and/or harassment (of any kind) in good faith.

19.05 Strict Confidence

Complaints of discrimination and/or harassment shall be treated seriously and in confidence so as to protect the confidentiality of the complainant.

19.06 Right to Discontinue Contact

An employee alleging harassment shall have the right to discontinue contact with the alleged harasser without incurring any loss in pay or benefits or being penalized in any way pending determination of a complaint or grievance under this Agreement.

19.07 Discipline of Any Person

Where it has been proven that a person employed by the Employer has engaged in any form of discrimination and/or harassment, the Employer agrees to discipline that person appropriately.

19.08 Frivolous, Vindictive or Vexatious Complaints

Any employee who raises a complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action.

19.09 Rights Not Negated

Nothing in this Article shall be considered to negate the right of a person to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of discrimination and/or harassment, including but not limited to filing a Human Rights complaint.

19.10 Complaint Procedure

A complainant wishing to file a formal complaint of discrimination and/or harassment may either initiate a grievance as per the grievance procedure or file a written complaint with the Director of Administration or their designate and the President of the Local Union. Once received, the Employer shall provide a copy of the complaint to the alleged harasser.

19.11 Investigation

The Parties agree that in the event of a formal complaint of discrimination and/or harassment a thorough joint investigation will take place in confidence.

19.12 Fact Finder

Given the nature of the kinds of complaints described in this Article, there may be a dispute as to the facts. The parties recognize the importance of resolving any disputed facts as expeditiously as possible. Therefore, should a dispute as to the facts remain unresolved, then the parties agree to seek the assistance of an independent third party fact-finder who has experience in investigating matters of sexual harassment and other types of harassment as described in this Article. This third-party fact-finder will conduct an investigation, and will issue a written report that will be made available to both parties. The expense of the fact-finder will be borne by the Employer.

ARTICLE 20 - CHARGEHAND

20.01 Chargehand

- (a) Any employee in the Bargaining Unit designated by the Company as a working chargehand shall receive six (6) percent per hour over the classification rate of those he/she is authorized to lead.
- (b) This employee is to assist **management** in the following:
- training employees;
 - providing motivation to employees in attaining the Company objectives of safety, quality and quantity of work;
 - transmitting work instruction and specifications to employees in his/her area;
 - solving work problems in his/her area.
- (c) Chargehands have no vested authority to recommend or effectively recommend the taking of any disciplinary action against any other employee.

ARTICLE 21 - GENERAL PROVISION

21.01 Coveralls/Coats

Coveralls or coats shall be supplied free of charge to employees. Employees are expected to take reasonable care of clothing and equipment supplied.

21.02 Protection of Employee's Personal Effects

Suitable secure space shall be provided by the Company for the protection of the employee's clothes and personal belongings.

21.03 No Moonlighting

No employee shall undertake any work for pay outside the Company premises which could be construed in any way as competitive with the Company. Violations of this clause shall be subject to discipline, including termination by the Company and/or discipline by the Union.

21.04 No Requirement to Cross Legal Picket Line

No employee shall be required to cross a legal picket line.

21.05 Bridging Clause

No provision of this Agreement will be used to reduce wages or remove working conditions presently in force; it being understood that staff picnics or bonuses shall not be deemed to have reference to said "working conditions". Any improved working condition introduced by the **Company** on a trial basis shall be excluded from the provision of this clause.

21.06 No Discipline for Failure to Sign Authorization

Refusal on the part of any employee to sign any authorization for deduction except as provided in this Agreement shall not be cause for dismissal.

21.07 Job Description Agreed to

The Parties agree to the job descriptions as outlined in Appendix "B".

ARTICLE 22 - SAVINGS CLAUSE

22.01 Savings Clause

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions, and such remaining portions shall continue in full force and effect.

ARTICLE 23 - WAGES

23.01 Wages as Negotiated

The Company agrees to pay the wages listed for the appropriate classifications as laid out in Appendix "A" - Classifications and Wages.

23.02 New Classification

The wage rate for any new job classification or changed job not specifically covered in this Agreement shall be subject to negotiation between the Parties hereto. Should the Parties fail to agree, it will be subject to the grievance procedure and arbitration clause provided in this Agreement.

23.03 Wage Statement

Wages shall be paid every five (5) or ten (10) days, in a manner convenient to the Company, but in such a way as to eliminate waiting on the part of the employees. Employees will be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period.

23.04 Severance

The Company agrees when terminating an employee (except for an employee discharged for just and reasonable cause) shall be paid:

- (a) Two (2) weeks pay where the employee has completed a period of employment of at least six (6) consecutive months, and**
- (b) After the completion of a period of three (3) consecutive years one (1) additional weeks' pay and for each subsequent completed year of employment, an additional weeks' pay up to a maximum of fifteen (15) weeks' pay.**
- (c) Notwithstanding the maximum pay provision in (b) above, an employee with more than eight (8) years of service who has been provided with up to four (4) weeks notice may have their pay reduced on a pro-rata basis of up to four (4) weeks pay. However, such pro-rata reduction in these circumstances shall not result in less than eight (8) weeks pay and not more than fifteen (15) weeks pay.**

ARTICLE 24 - SUBSTANCE ABUSE RECOVERY PROGRAM

24.01 Treatment

The Parties agree that substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging treatment and assisting employees towards full rehabilitation.

24.02 Benefits

The Company will provide all benefits described in Article 14 while under a medically prescribed course of treatment agreed to by Union and Company.

ARTICLE 25 - DURATION

25.01 Effective Date

This Agreement shall be in full force and effect from and including **March 1, 2010** to and including **February 28, 2011** and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiry date of **February 28, 2011** or 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.

25.02 Collective Agreement Continues

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 give notice of strike and commence a strike or the Company shall give notice of lockout, and commence a lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

25.03 Exclusion of Sections 50(2) and 50(3)

By agreement of the Parties hereto, the provisions of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia are specifically excluded.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

APPENDIX "A" - CLASSIFICATIONS, WAGES

Shop and Parts

CLASSIFICATION	Effective March 1, 2010
Journeyman	\$33.19
Service Writer	
Start	\$22.11
After 6 months	\$22.81
After 1 year	\$24.12
After 2 years	\$25.39
Qualified Partsperson	\$30.86
Specialist	\$30.04

Prevention Maintenance Mechanic 85% of Journeyman rate

Parts Driver 50% of Qualified Partsperson

Parts Warehouseperson 55% Qualified Partsperson

Helper/Steam Cleaner/Janitor 50% of Journeyman Rate

(The wage rates for Parts Driver, Parts Warehouseperson and Janitor will only affect those employees hired after December 21, 2006.)

Lubeperson 65% of Journeyman rate

Chargehands **106%** of Journeyman rate

Leadhands **103%** of Journeyman Rate

Notes:

1. The Parties agree that the hiring of a Parts Truck Driver or Lubeperson is for the above noted functions only, no Qualified Partsperson or Journeyman work.
2. The Parties agree that the Parts Warehouseperson can attend to limited front counter duties such as answering telephones and picking orders to support the Qualified Partspersons in meeting customer service requirements.
3. The Parties agree that the Parts Truck Driver and Parts Warehouseperson can perform each other's work from time to time to meet volume spikes and customer service requirements.
4. The Parties agree that the Preventive Maintenance Mechanic work includes all levels of PM service as required by our PM worksheets. Duties will also include

performing adjustments and minor repairs as needed (i.e. clutch, brake, lighting adjustments, replacing mud flaps and hangars, light assemblies and bulbs, all belts, etc.).

5. The Parties agree that no employee shall lose wages, benefits, or otherwise be downgraded because of the performance of work in a lower classification.
6. The Parties agree that the Apprenticeship 5% increase scale will not be implemented until the employee is put on an apprenticeship program – see Article 17.
7. Payment for working in higher classification – Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works the full shift he/she was scheduled to work that day in the higher classification.

Office

CLASSIFICATION **Effective March 1, 2010**
 Warranty/Administration Clerk

Start	\$22.11
After 6 months	\$22.81
After 1 year	\$24.12
After 2 years	\$25.39

Clerk I

Start	\$19.71
After 6 months	\$20.42
After 1 year	\$21.72
After 2 years	\$23.09

Clerk II

Start	\$18.41
After 6 months	\$19.03
After 1 year	\$20.02
After 2 years	\$20.99

Receptionist and Typist

Start	\$14.91
After 6 months	\$15.64
After 1 year	\$16.33
After 2 years	\$17.01

APPENDIX “B” – POSITION DESCRIPTIONS

POSITION DESCRIPTION - CLERK I (or Receivable - Payroll – Payable Clerk)

Grade - 11

Summary: Receives and posts information and performs routine clerical duties under an established procedure with direct supervision.

Duties:

1. Receives and posts data of varied but routine nature, maintaining order as required.
2. Processes source documents and/or prepares and distributes required requisitions, lists, or other basic output forms as required.
3. Performs data processing-receivable-payable-payroll functions.
4. Maintains specific records of filing systems in an orderly manner.
5. Performs typing or other routine clerical duties as required.
6. Operates small multiple-line telephone system(s) for offices and departments.
7. Performs other office duties as directed by management.
8. Computer Data Entry and retrieving.

Desirable Qualifications:

High school graduate with supplemental training on appropriate business machines and one year of clerical experience.

APPENDIX "B" – CON'T

POSITION DESCRIPTION - WARRANTY ADMINISTRATION CLERK

Duties:

1. Understands mechanical systems sufficiently to enable them to interpret failure reports and compose claims reports in such a manner as will be properly understood by claims adjudicators at manufacturers warranty processing centres.
2. Has ability to properly identify various types of failures and their probable causes.
3. Possesses clerical abilities to enable the person to properly complete the various claim forms and properly code failures and list out materials as required by different manufacturers - (Cummins, Detroit Diesel, Kenworth, Himaac, Bendix Westinghouse, Firestone, etc.)
4. Has sufficient typing ability to complete forms as required.
5. Maintains "log" books on all types of claims and submit reports on the claim status of the various types of claims when requested.
6. Possess proven ability to identify failed parts and store them for easy access when requested by factory claims personnel.
7. Computes costs and charges on work order invoices while preparing claims and credit notes for customers.
8. Has ability to analyze and record portions of warranty due customer also control costs of warranty department.
9. Has ability to explain warranty in regards to production and disputes.

Desirable Qualifications:

High school graduation plus supplemental technical schooling and minimum three years experience in either parts or mechanical departments. Pleasing personality with ability to meet and deal with customers, ability to type and handle all business machines connected with warranty department. The ability to communicate either verbally or in writing with suppliers.

APPENDIX “B” - CON’T

POSITION DESCRIPTION - CLERK II

Grade - 10

Summary - Performs simple clerical tasks under direct supervision; duties may include several of those listed, but follow established procedures and require a very limited degree of independent judgment.

Duties:

1. Sorting and delivering mail.
2. Posting of routine data.
3. Filing material alphabetically, numerically or chronologically.
4. Searching records for readily identified information.
5. Extracting and compiling of simple statements.
6. Routine and copy typing.
7. Distribution of office supplies.
8. Operation of reproduction or other office equipment.
9. Performs other office duties as directed by management.

Desirable Qualifications -

High school graduate, little or no previous experience necessary.

APPENDIX “B” – CON’T

POSITION DESCRIPTION - SWITCHBOARD/RECEPTIONIST

Grade – 9

Summary - Receives, announces and directs visitors, answers telephone and monitors inter-office system, performs various routine clerical duties.

Duties:

1. Receives and directs visitors.
2. Operates small multiple-line telephone system(s) for offices and departments.
3. Transfers calls and records and relays messages.
4. Provides callers with approved company information.
5. Performs a variety of routine clerical duties such as typing, filing and operating simple office equipment.
6. Performs other office duties as directed by management.

Desirable Qualifications -

High school graduate with typing and office machine training, pleasing personality and voice and above average ability to meet public and give accurate explanations and direction in person and on the telephone. One year experience preferred.

APPENDIX “B” - CON’T

POSITION DESCRIPTION – SERVICE ADVISOR

Summary - Sells and schedules needed service work in the service department.

Essential duties include the following: (Other duties may be assigned)

1. Schedules service appointments. Obtains customer and vehicle data prior to arrival when possible.
2. Greets customers in a timely, friendly manner and obtains vehicle information.
3. Performs walk-arounds with customers to verify complaints and point out additional repairs that may be required, including bodywork. Specific effort to sell seasonal service specials as required.
4. Writes up customer’s vehicle problems accurately and clearly on repair order.
5. Refers to service history, inspects vehicle and recommends additional needed service including checking for any outstanding recall notices.
6. Advises customers on the care of their vehicle and the value of maintaining their vehicles in accordance with manufacturers’ specifications.
7. Provides a complete and accurate written cost estimate for labour and parts.
8. Establishes “promised time”. Checks with dispatcher, if necessary.
9. Obtains customer’s signature on repair order; provides customer with a copy.
10. Establishes customer’s method of payment. Obtains credit approval, if necessary.
11. Notifies dispatcher of incoming work.
12. Checks on progress of repair throughout the day. Contacts customers regarding any changes in the estimate or promised time, explains cost and time requirements in detail, and gets proper authorization before any additional repairs are performed.
13. Maintains strong working knowledge of warranty parameters for KW chassis and the major component suppliers and advise customers accordingly.
14. Reviews repair orders to ensure that work is completed and additional work and authorization is noted. Closes repair order as appropriate.
15. Ensures that vehicles are parked in assigned areas. Makes sure they are locked and all keys are marked and put away correctly.
16. Keeps service department forms, menus and pricing guides up-to-date.
17. Explains completed work and all charges to customers.
18. Maintains high customer satisfaction standards.

19. Handles telephone inquiries regarding appointments and work in process.
20. Maintains a professional appearance.
21. Keeps work area clean.

MARGINAL DUTIES: include the following:

Other duties may be assigned.

1. Arranges for the Lead Hand to test drive the vehicle with customer as needed to confirm the problem or refers to test technician.
2. Inspects all vehicles for body work, informs customer if work is needed, and provides an estimate for body work.

REPORTING RESPONSIBILITIES:

Reports to Service Manager along with the Service Dispatcher and the Warranty Manager.

SUPERVISORY RESPONSIBILITIES:

This position does not supervise others.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

High School Graduation Essential.

Post Secondary Education Preferred in either a diploma course or Trade School.

Experience in a heavy duty truck or equipment repair shop preferred.

LANGUAGE SKILLS:

English speaking is required including strong English writing abilities.

Fluency in Punjabi is an asset.

MATHEMATICAL SKILLS:

Must have strong basic arithmetic skills.

Experience with the use of a calculator and/or computer spreadsheet is required.

REASONING ABILITY:

Strong communication and interpersonal skills are required.

Must have a strong ability to listen to other's presentations and be able to interpret issues and pass on to others.

CERTIFICATES, LICENSES, REGISTRATIONS:

Secondary School graduation

PHYSICAL DEMANDS:

The job does not have significant physical requirements. Minimal physical work and lifting is required.

WORK ENVIRONMENT:

The work environment is in an office/service counter environment with frequent visits to the shop floor and the parts department.

LETTER OF UNDERSTANDING #1

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA LOCAL 114

RE: RETIREMENT ALLOWANCE

During the term of this Agreement should any employee with twenty (20) years of service or more retire he/she shall be entitled to one month's pay.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #2

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA LOCAL 114

RE: SHIFT ROTATION

Employees in the shop shall rotate on the basis of two months of day shift followed by one month of afternoon shift unless the employee is for medical reasons or due to the nature of the work on the excluded list mutually agreed to between the parties.

Should an employee wish to work straight afternoon shift he will be allowed to do so and the most senior mechanic who prefers to work day shift shall work day shift. If an "afternoon" shift employee is designated herein wishes to rotate he must give both the Company and the Union thirty (30) days written notice and his wishes to rotate shall be granted.

The Company agrees that no shop employee can be added or deleted from the excluded list referred to herein without the agreement of the Union. The Union understands the need for some flexibility during the prime summer time vacation period in order to meet the employee's wishes with respect to vacation scheduling.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #3

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA LOCAL 114

RE: APPRENTICESHIP TRAINING FOR PARTS AND SERVICE

When an apprentice fails the Written Exam the Automatic Progression is put on hold until the apprentice re-writes and passes the exam.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #4

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA LOCAL 114

RE: R.R.S.P. PLAN

The Company agrees to continue its current RRSP program of contributions of twenty-five cents (\$0.25) for each one dollar (\$1.00) employee contribution up to six percent (6%) of the individual's earnings.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #5

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA LOCAL 114

RE: COMPRESSED WORK WEEK AND CLAUSE 4.01

Notwithstanding **Clause** 4.01, the Company shall have the right to implement a 4 x 10 hour shift in the Parts Department or **Service** Department. An employee working this shift shall be paid at straight time rates. Work in excess of ten (10) hours shall be paid at double time. An employee who is on this shift and is not scheduled for a statutory holiday shall be compensated at ten (10) hours straight time pay provided that the employee otherwise **qualifies** under Article 12. An employee who is scheduled to work the statutory holiday shall receive ten (10) hours pay in addition to the overtime rate agreed to in Article 5.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #6

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA - LOCAL 114

RE: PART TIME PARTS DRIVER, WAREHOUSEPERSONS AND JANITORS

Notwithstanding Clause 4.01, the Parties agree that one (1) Parts Driver, one (1) Parts Warehouseperson and one (1) Janitor may be employed on a part time basis for a minimum of four (4) hours per day up to five (5) days per week to a maximum of twenty (20) hours per week.

It is understood that Part Time employees will be Union members. Part Time employees will be paid at the Collective Agreement rate for their position and they shall receive four percent (4%) vacation pay every pay period. All other aspects of the Collective Agreement shall apply unless otherwise specifically excluded below.

Part Time employees shall only accrue seniority among other part time employees, and if they attain a permanent fulltime position, they shall have their regular seniority backdated on the basis of days worked as a part time employee.

Also, Part Time employees shall not receive Insurance and Fringe Benefits (Article 14), RRSP (LOU #7), vacation time off, or paid sick Leave under Article 15.

The Parties agree that Part Time employees may be only be employed when there are fulltime permanent employees actively employed in the specific classification where Part Time employees are to be hired. (ie. One (1) fulltime permanent Parts Driver, one (1) fulltime permanent Janitor, and one (1) fulltime permanent Parts Warehousepersons).

Part Time employees shall not displace any fulltime permanent employees, nor shall they work when any fulltime permanent employees are on lay-off.

*Note 3 of Appendix "A" applies to this L.O.U.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #7

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA - LOCAL 114

RE: PROBATIONARY WAGE RATE FOR THE HELPER, STEAM CLEANER, & JANITOR

The parties agree to the following:

1. When the Company hires an employee that has not signed an Apprenticeship agreement but that employee has been identified as a possible candidate for an apprenticeship, the Company shall be able to hire that employee as a Helper, Steam Cleaner, Janitor.
2. At the time of hiring, the employee will be informed that they are an Apprentice candidate and shall be assessed over their six (6) month probation period to ascertain their continued candidacy as an Apprentice.
3. During this six (6) month period, the employee shall be paid 90% of the Helper, Steam Cleaner, Janitor's rate of pay for the first 6 months of employment.
4. Should the employee sign an Apprenticeship Agreement any time during the first six (6) month period, that employee will then be paid pursuant to the Apprenticeship Wage schedule as set out in Article 17 of the Collective Agreement.
5. Should the employee not sign an Apprenticeship Agreement within the first six (6) months of employment and continue on in the Helper, Steam Cleaner, Janitor's classification, that employee will no longer be considered a probationary employee, but shall then receive 95% of the Helper, Steam Cleaner, Janitor's wage rate for the next six (6) months of employment.
6. Once the employee has been in the Helper, Steam Cleaner, Janitor's classification for one (1) year, that employee will then receive one hundred percent (100%) of the Helper, Steam Cleaner, Janitor's rate of pay.
7. This agreement is subject to ratification of the parties and their principles.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #8

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA - LOCAL 114

RE: PAYMENT OF JOURNEYPERSONS PREMIUMS

The Parties agree that effective March 31st, 2008 the following premiums will be paid to qualifying Service Shop Journeypersons:

Journeypersons with:

MVI Certification: **one dollar** (\$1.00) per hour

Valid Class 3 or Class 1 BC Driver's Licence with air ticket: **fifty cents** (\$.50) per hour

CAT Engine Certification: **twenty-five cents** (\$.25) per hour

Cummins Engine Certifications: **twenty-five cents** (\$.25) per hour

Eaton Transmission Certification: **twenty-five cents** (\$.25) per hour

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #9

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA - LOCAL 114

RE: CORINNE GILMORE

It is understood between the Parties that even though Corinne Gilmore occupies a Clerk 1 position and that the majority, but not all of her duties are related to that position, she shall continue to be paid the Warranty/Administration Clerk rate plus all negotiated increases for the duration of this Collective Agreement.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #10

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA - LOCAL 114

RE: PARTS RUNNER CLASSIFICATION

Parts Runner Duties:

- Pick and deliver parts to technicians in shop bays as directed by Parts Counterpersons;
- Return parts, cores, warranty items to parts department or other specified drop zones on the premises;
- Deliver sublet parts from the shop to shipping / receiving for pick-up and repair, and vice versa for repaired parts coming back into the dealership;
- Assist shipper / receiver as need between deliveries with basic warehousing responsibilities;
- Remove and dispose of fluids that have been drained from trucks and will not be re-used – clean containers as required and return empty to designated areas in the shop.

Shifts:

- Day shift and afternoon shift per the collective agreement – 8 hours per day.

Wages:

- 45% of Journeyman Parts Counterperson Rate for 1st year of Service
- 50% of Journeyman Parts Counterperson Rate for thereafter
- Benefits per the Collective Agreement
- Employees in this classification are deemed to be Parts Department employees for lay-off and recall purposes.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #11

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA - LOCAL 114

RE: RELIEF SERVICE WRITER

Notwithstanding Clause 4.01, the Parties agree that one (1) Service Writer may be employed on a relief basis for a minimum of four (4) hours per day up to five (5) days per week.

It is understood this employee will be a Union member and will be paid the Service Writer rate as per the Collective Agreement. He/she shall receive four percent (4%) vacation pay every pay period. All other aspects of the Collective Agreement shall apply unless otherwise specifically excluded below.

The Relief Service Writer shall accrue seniority based on days worked and if he/she attains a permanent fulltime position, he/she shall have his/her regular seniority backdated on the basis of those days worked, plus two (2) days for every five (5) worked. Also, this relief employee shall not receive Insurance and Fringe Benefits (Article 14), RRSP (LOU #4), vacation time off, or paid sick Leave under Article 15.

The Parties agree that a Relief Service Writer may only be employed when there are fulltime permanent Service Writers actively employed.

This Relief Service Writer shall not displace any fulltime permanent employees, nor shall they work when any fulltime permanent employees are on lay-off except where the laid-off employee refuses short term or periodic recall.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative

LETTER OF UNDERSTANDING #12

BETWEEN: INLAND KENWORTH SALES LIMITED

AND: CAW-CANADA - LOCAL 114

RE: HEALTH AND WELFARE BENEFITS – ELIMINATION OF MANDATORY RETIREMENT

Mandatory retirement was eliminated by law on January 1, 2008. Employees who continue to work beyond age 65 need to be aware of how their various benefits will be affected.

- Medical Services Plan (MSP) – No change to current coverage
- Extended Health Care – No change to current coverage
- Dental – No change to current coverage
- Long Term Disability – Entitlement to benefits will cease at the earlier of retirement or age 65 (except if **the employee** first **begins** to receive benefits at age 64, **the employee** may be paid for up to 12 months). Premiums are cancelled at the earlier of retirement or the start of the qualifying period, 26 weeks before your 65th birthday.
- Short Term Disability (Weekly Indemnity) – Entitlement to benefits will cease at the earlier of retirement or age 70.
- Basic Life Insurance and AD&D – terminates at retirement or age 70, whichever is earlier.
- Optional Life Insurance – terminates at retirement or age 65, whichever is earlier.
- Optional AD&D Insurance – terminates at retirement or age 70, whichever is earlier.
- Group RRSP contributions – no **Company** contributions past retirement or December 31st of the year in which **the employee** turn 71, whichever is earlier.
- WCB Coverage – access to Workers' Compensation benefits will continue to be administered by WorkSafe BC. Therefore, the final determination as to whether an employee over the age of 65 who is injured on the job is eligible or remains eligible for Workers' Compensation will be made by WorkSafe BC.

If you have any questions, please contact your branch payroll administrator.

SIGNED AT BURNABY, BRITISH COLUMBIA, this day of **2010.**

On behalf of the Company:
Inland Kenworth Sales Limited

On behalf of the Union:
CAW Canada, Local 114

Kent Brownlow, General Manager

Sam Roper, Committeeperson

Jim Beiderwieden, C.E.O.

Brent Faminoff, Committeeperson

Linda Jensen, Local Representative

Kevin Hancock, National Representative