

THIS AGREEMENT MADE AND ENTERED INTO
BY AND BETWEEN

WESTERN STAR TRUCKS INC.
(HEREINAFTER REFERRED TO AS THE COMPANY)

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LODGE 2710
(HEREINAFTER REFERRED TO AS THE UNION)

Jan 1, 1998 to Jun 30, 2002

ENTERED

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Article 1:00
RECOGNITION

1:01

The Company and the **union** agree ~~that~~ no individual will be discriminated against in accordance with federal legislation and/or respective provincial human rights statutes and employment standards legislation.

1:02

- A. It is hereby understood and agreed to by the Company and the **Union** that **all** reference to the male gender as herein contained in this **Collective Agreement** **will** be deemed to include the female gender in **all** respects
- B. All employees of the Company who **are**, or may be, covered by the **Certificate of Bargaining Authority** issued by the **Department of Labour** of British Columbia shall, become members of the **Union** within **thirty (30) days** from the date of employment. The Company recognizes the **Union**, its designated **agents** and representatives **as** the sole and exclusive bargaining agent on **behalf** of **all** of the employees of the Company, within the **Bargaining Unit**
- C. No employee, employees or Steward shall make any written or verbal agreement with the Company conflicting with this Agreement.
- D. The Company **shall be** free to hire new employees who are not members of the **Union**, with the provision that **such** new employees, become members of the **Union** during the first thirty (30) days after commencing employment **and maintain** membership in the **Union** while in the **Bargaining Unit** during the life of **this** Agreement. In the event the Company should terminate any employee for failure to join or **maintain** membership in the **Union**, the **Union** agrees to **indemnify** the Company and hold it **harmless** for damages **and** penalties that may **arise** out of, or by reason of, such action.

1:03

All new employees will file the application for **it** **and** **elect** **thority**
The Company will file its application to the **Steward** or his designee **within three (3)**
working days after the employee commences work.

1:04

- A. The **Company will deduct Union** **fees** **established by the Constitution**
and **laws** **of the jurisdiction** **and the** **appropriate jurisdiction**
or **in**. In the event the **Union levies fines or charges** against an employee, the
Company may **remit the** **to** **the** **Union** **to** **pay an** **amount**
in **the** **amount** **of** **the** **deductions** **at** **the** **rate** **of** **the** **rate**
Deductions for the current month will be remitted by the 15th of the month following, to
the Secretary-Treasurer of the Union

The Company will submit a computer print-out listing names, clock numbers and social insurance numbers, hourly rate and Union fees deducted from each employee, along with a return copy of the Union check-off sheet. This list will reflect the names and hiring dates of new employees which have been added, and the names and dates of terminated employees.

- B. The Company shall show on the employee's T-4 slip, the total amount of Union dues deducted from his pay for that year as per Company records of deductions.

1:05

Supervisors or other employees of the Company shall not perform any work normally performed by employees in the Bargaining Unit, except for work as follows:

- (i) instruction and training of employees, or
- (ii) for the purpose of testing or experimentation, or
- (iii) emergency conditions which will endanger life or property, or
- (iv) when suitable direct Labour is not immediately available.

ARTICLE 2:00 MANAGEMENT RIGHTS

2:01

The Union recognizes the rights of the Company to hire, promote, demote, transfer or discharge for just cause, any employee. Disciplinary action is subject to the grievance procedure.

2:02

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

The Company reserves the right to supplement and alter rules and regulations to be observed by the employees. The Company will give prior notice to the Union and make every effort to discuss such rules and regulations with the Shop Steward Committee before they are implemented and posted in the plant and/or distributed to all Bargaining Unit employees.

2:04

No Union Representative or person acting on its behalf shall attempt, at the Company's place of business, during working hours, to persuade an employee of the Company to join or not to join a trade union except with the Company's consent in writing obtained prior to access.

**ARTICLE 3:00
UNION RIGHTS**

3:01

- A. The Union (~~Business~~ Representative(s), Chief Steward and Executive(s) of the I.A.M.A.W., Lodge 2710) shall be allowed access to the Company premises subject to obtaining prior approval from the Company,
- B. The Company recognizes the right of the Union to have one (1) Shop Steward for every full fifty (50) employees plus the Chief Steward to represent the employees in the various areas of the plant. The Company agrees that the minimum number of Shop Stewards will be six (6) inclusive of one (1) Chief Steward.
- C. The Union shall notify the Company in writing, of the names of employees who are serving as Stewards and the Company shall recognize them when so notified, and they shall not be discriminated against
- D. The Union office will be notified in writing if a designated Shop Steward is discharged for cause and such cause shall be stated in the reason for discharge.

3:02

During his term of office, the Chief Steward will be paid his current rate of pay at the time of election or the lead hand rate whichever is greater. The Company will provide the Chief Steward with an office and telephone for confidential Union business

Upon completion of or resignation from the position of Chief Steward, the employee shall be entitled to return to the position which they had held prior to being elected, or to such other position as is mutually agreed between the employee and the Company.

3:03

All meetings called by the Company with Stewards or members shall be held during working hours. Overtime provisions shall not apply.

3:04

The Company agrees to provide in suitable locations, four locked notice boards for posting notices of interest to the Bargaining Unit

All notices posted must be approved by the Company. The Chief Steward shall be in possession of a key.

ARTICLE 4.00
SUSPENSION, DISCHARGE AND
DISCIPLINARY ACTION

4:01

Any employee disciplined or discharged shall have the right to grieve.

4:02

Should it be decided under the grievance procedure that an injustice has been done with regard to the employee's suspension or discharge, the Company agrees to reinstate him and to reimburse him for the wages he would normally have earned for the time lost from the date of filing the grievance less the amount the employee has received in unemployment compensation since his suspension or discharge. The foregoing sentence shall not preclude the Parties, by mutual agreement from arriving at some other settlement.

4:03

In all cases of discipline or discharge, the Company agrees to provide the Union within five (5) working days, of the disciplinary action, written notice indicating the reasons. Every effort will be made to advise the Union prior to suspension or discharge of the employee.

4:04

- A. When a Notice of Discipline is placed against the record of an employee, it will be prepared in triplicate. One copy of such Notice must be given to the employee, one copy given to the Chief Steward and one copy thereof shall be initialed by the employee in the presence of his Shop Steward, who shall also initial the copy, which will be retained by the Personnel Office as a receipt only. The employee may then treat such Notice of Discipline as a Grievance if he so elects, and proceed accordingly.
- B. Unless the above copy of such Notice is presented to the employee or Steward within five (5) working days after the occurrence or discovery of the circumstances to which the notation refers, such Notices of Discipline shall not thereafter be used for any purposes against the employee.
- C. A Notice of Discipline shall remain against the record of an employee for one (1) calendar year from the date of the Notice (unless otherwise agreed pursuant to the Grievance Procedure, the Notice shall be removed from the record).

ARTICLE 5:00
HOURS OF WORK

5:01

The hours of work shall be forty (40) hours per week eight (8) hours per day, Monday to Friday inclusive. (Except that Maintenance **staff**, and not to exceed ten (10) employees from the Material Handling Department ~~at~~ twenty (20) trucks per day or higher, may be scheduled to work a week of Tuesday to Saturday inclusive. **Material** Handlers for this shift **shall** be selected firstly from volunteers, secondly from the junior employees in the **classification**). The Company may introduce an alternate work schedule in areas or departments where Production limits exceed the effective ~~use~~ use of a forty (40) hour per week, eight (8) hours per day, Monday to Friday schedule. Prior to the implementation of an **alternative** work schedule, the Company and the Union shall consult and by **mutual** agreement, deviate from the present Collective Agreement.

5:02

The first shift **starting** and stopping times shall be between the hours of 6:00 A.M. and 6:00 P.M. The Company may designate staggered start times and **finish** times for employees within **the** starting and stopping **times** of each shift.

5:03

The second shift **starting** and stopping times shall be between the hours of 2:30 P.M. and 1:00 A.M. A **premium** of seventy (~~70~~) **cents** per hour shall be paid for **all** hours worked on the **second** shift (including overtime hours but not including hours worked on Saturday and Sunday first shifts).

5:04

The third shift **starting** and stopping times shall be between the hours of 10:30 P.M. and 8:00 A.M. A **premium** of eighty (~~80~~) **cents** per hour **shall** be paid for all hours worked on the third **shift** (including overtime hours but not including hours worked on Saturday and **Sunday** first shifts). Notwithstanding the above, any time worked, on any one of the three **shifts**, more than one hour prior to the start of the majority shift, shall be at overtime rates.

5:05

- A. The Company agrees to grant all employees covered by this Agreement a ten (10) minute rest period in the **first** half of each shift and a ten (10) minute rest period in the second half of each shift each day without loss of pay.
- B. During the life of this Agreement, the Company may introduce a **tag** relief system to allow for continuous operation.
- C. Lunch periods of thirty (30) minutes without pay shall be provided **to all** employees, no later than five (**5**) hours into their shift.

5:06

- A. Employees will be **notified** of their hours of work and lunch **periods**, and notices will be posted.
- B. In the event of a **shift** change or change in work week assignment, an employee shall be given at least twenty-four (**24**) hours notice, which will include a minimum of eight (**8**) hours off the job. In lieu of **notice**, applicable **overtime** rate shall apply. However, the Company and Union may agree to waive the notice period.

5:07

- A. **In** the event that it becomes **necessary** for the Company to displace employees from any **shift** in order to provide an adequate supply of trained employees for another shift, the Company agrees to displace the employee with the lowest seniority in the classification who has the necessary qualifications and experience.
- B. Any employee compelled to be displaced from **his** shift to another **shift** under the provisions of this paragraph, **will** be returned to **his** original shift **as** soon as an employee with lower seniority in the classification on that **shift** is sufficiently **trained** to assume the **shift** assignment or in four weeks whichever is the lesser.

The Company and the Union may agree to extend this period when required.

5:08

Any employee who volunteers to work on another **shift** may move to their preferred **shift** within their classification and department upon giving the Company at least one (1) week's notice and providing such an employee has the required seniority to exercise this right and is immediately competent to perform the work available. This clause will not be used to displace employees nor **will** it supersede the transfer system. A change from one **shift** to another will be limited to one (1) change per twelve (**12**) month period. However, the Company may waive **this** restriction. Shift changes initiated by the Company and the employee's corresponding return to the original **shift** shall not count **as a** move to preferred shift under **this** clause.

5:09

A second or **third** shift employee called in prior to the start of **his** normal **shift** shall receive the **shift** premium for such **overtime** hours.

5:10

No employee shall be required to work during **his** designated lunch period except for urgent maintenance work or emergency service, **after** which the employee will receive an uninterrupted lunch period.

5:11

Employees shall be allowed sufficient time during working hours to clean **up** the work area.

5:12

In the event an employee is called back to work after his regular working day and after having left the premises, or is called to work on a day that he is not scheduled to work, he will be paid a minimum of four (4) hours pay at his applicable overtime rate.

5:13

- A. In the event an employee is injured on the job, and as a result, is sent home, or to a Doctor, or to a hospital, by a Company Official (including the Company nurse or a designated First Aid Attendant), he will be paid for the balance of his shift, up to a maximum of eight (8) hours.
- B. An employee who chooses to see a Doctor, after seeing the Company Nurse, will notify his foreman, and will leave the premises. The Company, upon receipt of an accepted Workers' Compensation Claim for the employee, will pay the balance of the shift to a maximum of eight (8) hours on the day of injury.

5:14

Prior to an employee returning to work from a compensable injury, the employee shall supply the Company with a medical certificate, signed by a licensed medical practitioner, of the Province of British Columbia. The Company will reimburse the employee for the costs of the medical certificate.

Upon delivering the medical certificate, the employee shall be placed on his previous job for a trial period of one (1) week. If the employee is unable to perform the work of his previous job, or any other available work, he will be placed on layoff.

ARTICLE 6:00 OVERTIME

6:01

Overtime shall be paid at the rate of time and one-half for the first two (2) hours over eight (8) hours per shift and at the rate of double time thereafter. All hours worked outside of the employee's regular hours per day shall be considered as overtime hours.

6:02

- A. Except for employees working as per Article 5:01, who may be assigned to a Tuesday through Saturday work week, overtime shall be paid at the rate of time and one-half for the first four (4) hours on Saturday morning and double time thereafter. Double time shall be paid for all hours worked on Saturday afternoons, Sunday and Statutory Holidays, except that employees on the third shift shall be paid at regular rates for time worked after the designated starting times of that shift.

- B.** All overtime worked by employees beyond six (6) hours overtime in one calendar week, shall be paid for at double time, except as provided in "A" above.

6:03

When overtime becomes necessary, the Company will request volunteers as per Article 6:04. Should insufficient Volunteers be available, then the Company shall designate the lowest senior employee who is able and immediately competent to perform the necessary work.

6:04

The Company will equalize overtime work among employees in the same classifications, in the same department, provided they can perform the available work.

The following rules will apply:

1. If an employee works, is absent, or declines overtime, hours will be recorded as actual hours worked or available.
2. New employees in a classification will be assessed an amount equal to the high hours of that classification for the current overtime period.
3. The low hour employees in the classification in the department will be scheduled, provided he can perform the available work.
4. When overtime requirements in a department cannot be met by the available employees in that department, the additional personnel will be provided as follows:
 - (a) Requests for such volunteer(s) will be directed to departments where a similar type of work is normally performed.
 - (b) Selection shall be made on a seniority basis of the next low hour employee, provided he has previously worked in the assigned overtime department and/or is immediately competent to perform the available work.
 - (c) Such overtime will be used as time worked for purposes of overtime equalization in the employee's home department, but such overtime allocation cannot be grieved by an employee within the home department.
5. Should an error in rotation occur, the bypassed employee shall be provided the next overtime opportunity on the rotational list.

6. Current and ongoing overtime records of each department will be posted on a bi-weekly basis and maintained by the foreman on a daily basis and overtime equalized over a four (4) week period. Employees shall be requested to work overtime in accordance with this section, and shall initial their preference as Available or Declined on a form provided by the Company. Where the employee is not competent to perform the work required, this shall not count as time Available or Declined, and the employee shall receive the next opportunity for overtime in accordance with this section.

6:05

In the event that an employee is required to work two (2) hours or more after the completion of the regular shift, the employee shall be given a ten (10) minute rest period at the start of such overtime. Employees shall be entitled to a paid meal with a twenty (20) minute meal break if the employee(s) work more than two (2) hours after their regular shift that day and every four (4) hours thereafter. The cost of the meal shall not exceed ten (\$10.00) dollars effective January 1, 1995. If an employee does not want a meal, then the employee shall receive cash. A meal or meal money will only apply for unscheduled overtime.

ARTICLE 7:00
VACATIONS

7:01

Vacation pay will be computed annually up to but not including the first day of April of each year and the employee will receive his vacation earned up to that time. Each employee shall be eligible for vacation based on his number of years of seniority as of March 31st of each year. Vacation shall be granted in accordance with the following:

7:02

With less than one (1) year of seniority, employees will be paid vacation pay at four (4%) of earnings.

7:03

After one (1) year of seniority and has worked 180 days for the Company, during the qualifying period as outlined in Article 7.01, shall be entitled to two (2) consecutive weeks vacation with full pay at the employees regular rate or four (4%) percent of annual gross earnings, whichever is greater.

7:04

After three (3) years of seniority and has worked 180 days for the Company, during the qualifying period as outlined in Article 7.01, shall be entitled to three (3) weeks vacation, two weeks of which must be granted in a continuous period with full pay at the employees regular rate or six (6%) of annual gross earnings, whichever is greater.

7:05

After nine (9) years of seniority and has worked 180 days for the Company, during the qualifying period as outlined in Article 7.01, shall be entitled to four (4) weeks vacation, two weeks of which must be granted in a continuous period with full pay at the employees regular rate or eight (8%) percent of annual gross earnings, whichever is greater.

7:06

After fifteen (15) years of seniority and has worked 180 days for the Company, during the qualifying period as outlined in Article 7.01, shall be entitled to five (5) weeks vacation, two weeks of which must be granted in a continuous period with full pay at the employees regular rate or ten (10%) percent of annual gross earnings, whichever is greater.

7:07

After twenty five (25) years of seniority and has worked 180 days for the Company, during the qualifying period as outlined in Article 7.01, shall be entitled to six (6) weeks vacation, two weeks of which must be granted in a continuous period with full pay at the employees regular rate or twelve (12%) percent of annual gross earnings, whichever is greater.

7:08

An employee shall be entitled after his anniversary, to an additional week of vacation based on years service during that period, to be taken at a mutually convenient time prior to March 31st. Payment and entitlement shall be made in accordance with the provisions of this Article 7.

Any employee entitled to vacation under this section, shall be able to book such vacation in accordance with the provisions of Article 7:09C.

7:09

- A. All vacation will be taken at a time or times designated by the Company. The Company agrees however, that at least two weeks vacation, if earned, will be granted with pay between the end of the last full week in June and the start of the first full week of September of each year.
- B. (i) In the event of a plant shutdown(s) for vacation purposes, the Company will notify the employees of the dates no later than January 31st.
- (ii) For vacation purposes, during a plant shutdown, should it be necessary to keep a reduced force at work, senior employees in order of acquired seniority rights, shall have the first opportunity to work within his classification, provided they are immediately competent to perform the work available.

- C. (i) Allocations of vacation outside of the dates of the plant shutdown(s) shall be based on acquired seniority rights with the Company. Employees requesting a vacation outside of the date(s) of the plant shutdown(s) must advise the Company of their preferences by no later than the last day of February. Employees who fail to advise the Company by this date, lose their right to exercise seniority rights as to vacation allotments. The Company will notify the employee concerning his vacation by March 31st. To provide greater access to time off for vacation purposes, the Company has agreed to establish guidelines that will allow for a minimum of 2 employees or 10% to a maximum of 4 employees per shift, per department to take vacation at any one time.
- (ii) All vacations will be taken between April 1st and March 31st of the following year, the choice of vacation dates being subject to seniority ranking, provided the absence of the employee will not materially affect the operation of the plant. The Company may allocate two (2) weeks vacation for shutdown purposes, subject to 7:09A and 7:09B (ii).
- D. Vacation pay if requested, shall be paid not later than seven (7) calendar days prior to their vacation and the amount of pay shall be proportionate to the length of annual vacation taken at that time.
- E. (i) To qualify for full pay under 7.03, 7.04, 7.05, 7.06, and 7.07, the employee must have worked one hundred and eighty (180) days during the qualifying period, inclusive of time spent at arbitration hearings, contract negotiations, leave of absence for union business of two (2) weeks duration or less, paid holidays, annual vacation, days off due to a weekly indemnity claim or compensable injury to a maximum of three (3) months, shall be considered as time worked. An employee who does not work a minimum of one hundred eighty (180) days shall be entitled to full vacations but shall be compensated as outlined in Article 7.09(e)(ii) below.
- (ii) Employees who have not qualified for the 180 days worked, shall receive the percentage of their total earnings for their anniversary year. Such percentages as described in Article 7:03, 7:04, 7:05, 7:06 and 7:07.
- F. Each employee shall be provided a statement of gross earnings covering the qualifying period.

7:10

Where an employee's employment is terminated for any reason, he shall be paid at the appropriate percentage entitlement back to the last date for which he has already received vacation pay.

7:11

Employees absent for medical **reasons** for a period greater than ~~three~~ (3) months, shall be paid any outstanding vacation pay, provided the employee ~~so~~ requests in writing and the employee shall be deemed to have taken the equivalent amount of vacation time.

7:12

In the event of a long term lay-off, an individual will be paid out his vacation entitlement and earnings and the individual shall be considered as having taken his vacation.

7:13

Employees transferred into a new department, may be requested to change his vacation schedule in order that the Company will maintain adequate levels of production.

7:14

Should a paid holiday occur on a normal work day while an employee is on annual vacation, he may:

- A) Select the Friday immediately prior to or, the Monday following his vacation week(s) or another day to be taken at a mutually convenient time.
- B) Defer the value of holiday to December 31st for cash payout.

7:15

An employee who has more than two (2) weeks vacation entitlement, may elect to defer the balance of his vacation in the following manner:

- A) A maximum of one (1) week for Sick Leave.
- B) And/or, may request a cash payout equal to the balance of his outstanding vacation entitlement.

However, in the event of a layoff, a selection in "A" will be paid out after thirty (30) calendar days of layoff, or remain for future use, at the employee's option.

Individuals who have exercised an option under this Article 7:15(B) cannot request a Leave of Absence under Article 20:01.

7:16

Employees who have elected to defer vacations or paid holidays, such holiday or vacation value shall be based on, and paid at, the hourly rate of pay of March 1st of the year following.

Deferred values for vacations or holidays shall be allocated or paid out by March 31st, as per option(s) agreed upon.

ARTICLE 8:00
DETERMINATION OF GRIEVANCES AND DISPUTES

8:01

- A. It is agreed that grievances and disputes relative to the interpretation and application of the **Clauses** of this Agreement, which may arise during the life of this Agreement, shall be **discussed** and the **Parties** hereto will co-operate in an effort to adjust such grievances at the earliest possible **time**.
- B. Whenever any **dispute arises** between the Company and the **Union** or between the Company and one or **more** employees, the **employee(s)** shall **continue** to work and the dispute shall be adjusted by the grievance procedure **as** outlined in the Collective Agreement.
- C. A grievance committee of not less than **two(2)** representatives of the **Union**, shall deal with the Plant Manager and/or his **representative(s)** in the processing of a grievance.

8:02

Union stewards shall be **permitted** time off to handle grievances without loss of pay, provided they first obtain permission from their immediate foreman to leave their regular duties. Such permission shall not be unreasonably withheld.

8:03

An employee has a grievance **only after** he has first given his foreman an **opportunity** of resolving his complaint. If the complaint is not resolved, it **must** then be filed in writing with the Company within five **(5)** working days of **occurrence**.

The procedure for **adjusting** such matters is **as** follows:

Step 1

Between the Shop Steward involved and the employee's Foreman.

Step 2

Between the grievance committee and the Production Manager and/or his designate.

Step 3

Between the grievance committee and the Industrial Relations Supervisor.

Step 4

Between the Business Representative and the designated Company Official authorized to make a final decision. The Company position at this point will be given in **writing**.

8:04

If the said grievance cannot be so adjusted within thirty (30) calendar days from the date of the filed grievance, it shall be considered withdrawn, unless either party has given notice of intention to submit the grievance to arbitration.

8:05

The time limits so specified above, may be extended by mutual consent.

8:06

If the Company has a grievance, it will be processed with the grievance committee of the Union within five (5) working days of the occurrence or discovery.

8:07

If the Union has a grievance, it will be processed with the grievance committee of the company within five (5) working days of occurrence or discovery.

ARTICLE 9:00 ARBITRATION PROCEDURE

9:01

In the event of a grievance arising from the difference of interpretation, application, operation of, or any alleged violation of this Agreement, between the Company and the Union relative to this Agreement, the employees shall continue to work until such grievance is settled. The said grievance shall, if possible, be adjusted between the representatives of the Company and the representatives of the union.

9:02

If the said grievance cannot be so adjusted, it shall be submitted to an Arbitration Board. The Board shall consist of two (2) representatives, one selected by the Company and one selected by the Union. These two representatives shall have power to render a decision which shall be final and binding on both Parties, if they are in mutual agreement. If they are unable to reach agreement within two (2) days, they shall, within four (4) days, select a Third Party who shall be a disinterested person and who shall be Chairman.

9:03

In the event of the failure of the two representatives to agree upon a Chairman, he shall be appointed by the Honourable Minister of Labour of the Province of British Columbia. The said Arbitration Board shall forthwith sit, hear the Parties and their representatives, determine its award to the Parties within fifteen (15) days from the date the Chairman is named or within such longer period as the Parties may agree to. The decision of a majority shall be final and binding on all Parties.

Each party hereto agrees to forthwith, pay to the Chairman one-half (1/2) his fee and expenses.

The parties may mutually agree to waive the right of the (2) representatives and
the chairman whose duty shall be binding.

2 L 10:00
3 -

10

- A. New employees shall serve a probation period of sixty (60) regularly scheduled working days less holidays during which their seniority shall be accrued. At the end of the probationary period, the employee shall be placed on the seniority list in accordance with the date of hire or hire. In the event of an agreement between the Company and the Union where there is a demonstrated requirement for an extension of the probation period, the 60 day period may be extended to a maximum of 20 additional regularly scheduled working days.
- B. An employee laid off during his probationary period shall have his seniority credited to him for the number of days on layoff, providing such layoff does not exceed ten (10) working days (excluding vacation shutdown(s)).

10:02

The Company shall furnish a seniority list of all employees in the bargaining Unit with their date of commencement of employment, classification and rate of pay to the Chief Steward once per month and, in the event of a layoff, upon request, each Shop Steward shall be provided a copy of the current seniority list.

10:03

An employee transferred to a position in the Company outside the Bargaining Unit, shall maintain his accumulated seniority for a period of one (1) year for the time worked in the Bargaining Unit. He will not accumulate seniority for the period of his employment outside the Bargaining Unit. If he is not rehired to the Bargaining Unit within the one year period indicated above, upon rehire out of the Bargaining Unit more than once, he will relinquish all seniority rights in the Bargaining Unit.

10:04

In the event that more than one (1) employee is credited with the same seniority date, that position of such employees shall be determined by alphabetical order, first by surname and secondly by given name.

10:05

The Company agrees that in ~~rehiring~~ of former employees, the employee shall ~~serve~~ the probationary period at the ~~starting rate~~ of pay in the employee's classification. Upon completion of the probationary period, the employee shall be given credit for the time previously served up to the beginning of the wage level previously earned. However, the above shall not apply when moving up to protected classifications.

10:06

An employee shall lose all his seniority and his employment rights shall be terminated if he:

- (i) voluntarily quits the employ of the Company, or
- (ii) is discharged and such discharge is not reversed through the grievance or arbitration procedure, or
- (iii) following layoff, after being notified (if necessary by registered mail) by the Company to return to work at his last address in the Company's records, fails to return to work within forty-eight (48) hours. In the event such employee is gainfully employed, he will immediately notify the Company of his intention to return to work and will return within seven (7) calendar days. It is the sole responsibility of the employee to advise the Company of an address or telephone change.
- (iv) accepts employment elsewhere on an approved leave of absence, or
- (v) is off the job for any reason whatsoever, except for leave of absence granted by the Company, sickness or injury, for one of the following periods:
 - 1. For an employee of less than one (1) year of seniority, if he is off the job for one hundred and eight (180) calendar days or more. or
 - 2. For an employee with equal to or more than one (1) year of seniority, if he is off the job for fifteen (15) months, plus two (2) months for every year of service to a maximum of three (3) years.
- (vi) should an employee be off the job as a result of sickness or injury, for a period exceeding the time limits set out in Article 10:06 (v) above, seniority will then be extended by a maximum of one (1) additional year.

10:07

Employment will be discontinued for employees of the Company as of the last day of the month in which age sixty-five (65) is attained.

10:08

An employee shall continue to accumulate seniority ~~subject to~~ Article 10:06.

10:09

1. The Company shall pay to an employee who permanently leaves the Company's employ, severance pay in the following amounts:
 - (i) ~~2~~ weeks pay where the employee has completed a period of employment of ~~at least six (6)~~ consecutive months, and
 - (ii) an additional ~~weeks~~ pay after the completion of three (3) consecutive years, for each subsequent consecutive year of employment up to a maximum of eight (8) weeks pay.
2. Notwithstanding ~~any~~ other provision in this agreement to the contrary, the Company shall not ~~be liable~~ to pay severance pay when:
 - (i) it gives to the employee affected, proper notice in lieu of pay, or
 - (ii) in a layoff ~~situation~~; or
 - (iii) where the employee terminates ~~his~~ employment voluntarily,
 - (iv) a technological change has occurred, and
 - (v) an employee is promoted, demoted or ~~transferred~~ out of the bargaining ~~unit~~.
3. Adjustment Plan
Section ~~54~~ of Labor Relations Code applies during the term of this Agreement
 - (1) If an employer introduces or intends to introduce a means, policy, practice or change that affects the ~~terms~~, conditions or security of employment of a significant number of employees to whom a collective agreement applies.
 - (a) the employer shall give notice to the trade union that is party to the collective agreement ~~at least~~ 60 days before the date ~~on~~ which the measure, policy, practice or change is to be effected, and

- (b) after notice ~~has~~ been given, the employer and trade union shall meet⁷ in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees referred to in section 49.2 of the Employment Standards Act.

ARTICLE 11:00 LAYOFF AND RECALL

11:01

The Company will provide advance notice of layoff whenever possible.

11:02

In short-term layoffs of two (2) weeks duration or less, the rule of seniority within job classification shall apply, provided the senior employee is immediately competent to perform the work available.

11:03

In the case of a long-term layoff when the Company has decided that the circumstances require the reduction of the work force, the following shall apply:

- (a) All probationary employees shall be laid off first except in the licensed tradesmen or protected classifications. provided they are required to perform the duties of their licensed trade or protected classification.
- (b) Employees with the least plant seniority, will be laid off first, providing the remaining employees are able to perform the work available at the time of layoff within a one (1) week period.
- (c) An employee may not use plant-wide seniority to displace welders, painters, licensed tradesmen and layout men, unless the employee has previously demonstrated ability in the particular classification while working within the Company as shown by the Company records, or is a qualified licensed tradesman, and provided the protected employees are required to perform the duties of their protected classification.

11:04

The Company shall determine the available jobs left to be filled due to layoff. Displaced employees shall fill the positions which were created by the layoff of employees, according to their plant seniority, provided they are immediately competent to perform the work available within a one (1) week period.

11:05

When recalling employees to work after a layoff, they shall be recalled in order of seniority, subject to their availability and provided they are immediately competent to perform the work available within a one (1) week period.

11:06

Employees with recall and called in for casual employment shall be governed by:

- (A) Employees must be called in by seniority.
- (B) The maximum number of call-ins is one (1) per department. The departments shall be outlined by the transfer application form. The form may be amended by mutual agreement between the Company and the Union.
- (C) Should the Company call in more than one (1) employee in any one department, the senior employee(s) called in as casual(s) shall be retained for the balance of that week.
- (D) If an employee works five (5) consecutive scheduled work days, the employee is guaranteed the balance of that week.
- (E) Any day worked is a work day toward annual vacation entitlement.
- (F) No employee declining casual call-in work will be penalized.

- (G) No employee can **gain** or lose seniority **as a result** of this clause. In no event will a bypassed employee's recall rights be less than that of the employee who reported to work.

ARTICLE 12:00
TRANSFERS

12:01

Vacancies **shall** be **filled** from requests **for** transfers filed with the Personnel Office, with a copy to the **Union** and a copy to the employee.

12:02

- A. The Company will consider **all** requests for transfers as they **occur**.
- B. Transfers must be requested two (2) weeks in advance of any build rate change.

12:03

- A. Transfers will be considered by seniority provided the employee **has** the qualifications and is competent to perform the work available within a **one** (1) week period.
- B. The selection of Quality Control **Inspectors** and Lead Hands **will** follow the transfer procedure, except that the Company **and** the **Union** both **recognize** the **special** needs of these positions and **realize** that seniority may not be the final deciding factor.

12:04

In the event the employee does not demonstrate competence to perform the work available within a **one** (1) week period, he will be assigned to **his** previous position or to other available work

12:05

- A. No employee shall be entitled to more than **one**(1) transfer **during** any twelve (12) month period. Prior to hiring a new employee or **recalling** an employee from layoff to fill a vacancy, this provision may be waived by the Company.
- B. New employees shall not be **eligible** for transfer **during** their **first** twelve (12) months of employment, unless it is initiated by the Company.
- C. Paragraphs A and B **will** not apply if the transfer would result **in** an immediate increase in wage rate. However, this provision may only be applied once per employee per twelve (12) month period.

12:06

Requests for transfers must be reaffirmed at the **beginning** of each calendar year.

12:07

A maximum of three (3) transfers may be effected as a result of the original transfer.

12:08

Standard work assignments within the classification are at the sole discretion of the Company.

12:09

For the purpose of this Article, a vacancy means any vacancy exceeding thirty calendar days, excluding those vacancies created by annual vacations, authorized leaves of absence, sickness, and vacancies created by successful transfer applicants subject to 12:07

12:10

In the event that the Company needs to move an employee to another department, the employee with the lowest seniority within the department who is immediately competent, shall be moved.

12:11

In the event there are no requests for transfer or any successful applicants, the Company will fill the vacancy from any available source.

12:12

The Company shall provide the Chief Shop Steward with the names of the successful applicants within three (3) working days.

12:13

Transfers are limited to two (2) successful applicants from or to any one department at any one time. Additional transfers may be made at the discretion of the Company.

ARTICLE 13:00
PAID HOLIDAYS

13:01

All employees shall observe the following paid holidays each year with pay at their regular straight time rate. The designated days are:

1998

New Year's Day	Thursday January 1, 1998
Good Friday	Friday April 10, 1998
Victoria Day	Monday May 18, 1998
Canada Day	Monday July, 13, 1998
B.C. Day	Monday August 3, 1998
Labour Day	Monday September 7, 1998
Thanksgiving Day	Monday October 12, 1998

Remembrance Day	Wednesday November 11, 1998
Christmas Day	Friday December 25, 1998
Boxing Day	Monday December 28, 1998
Day Before Christmas	Thursday December 24, 1998
Stat	Tuesday December 29, 1998
Stat	Wednesday December 30, 1998

New Year's Day	Friday January 1, 1999
Good Friday	Friday April 2, 1999
Victoria Day	Monday May 17, 1999
Canada Day	Monday July 12, 1999
B. C. Day	Monday August 2, 1999
Labour Day	Monday September 6, 1999
Thanksgiving Day	Monday October 11, 1999
Remembrance Day	Thursday November 11, 1999
Christmas Day	Monday December 27, 1999
Boxing Day	Tuesday December 28, 1999
Day Before Christmas	Friday December 24, 1999
Stat	Wednesday December 29, 1999
Stat	Thursday December 30, 1999

2000

New Year's Day	Friday December 31, 1999
Good Friday	Friday April 21, 2000
Victoria Day	Monday May 15, 2000
Canada Day	Monday July 17, 2000
B. C. Day	Monday August 7, 2000
Labour Day	Monday September 4, 2000
Thanksgiving Day	Monday October 9, 2000
Remembrance Day	Monday November 13, 2000
Christmas Day	Monday December 25, 2000
Boxing Day	Tuesday December 26, 2000
Day Before Christmas	Wednesday December 27, 2000
Stat	Thursday December 28, 2000
stat	Friday December 29, 2000

2001

New Year's Day	Monday January 1, 2001
Good Friday	Friday April 13, 2001
Victoria Day	Monday May 21, 2001
Canada Day	Monday July 2, 2001
B.C. Day	Monday August 6, 2001
Labour Day	Monday September 3, 2001
Thanksgiving Day	Monday October 8, 2001
Remembrance Day	Monday November 12, 2001
Christmas Day	Tuesday December 25, 2001
Boxing Day	Wednesday December 26, 2001
Day Before Christmas	Monday December 24, 2001
Stat	Thursday December 27, 2001
Stat	Friday December 28, 2001

2002

New Year's Day	Tuesday January 1, 2002
Good Friday	Friday March 29, 2002
Victoria Day	Monday May 20, 2002

Dates subject to change by statute.

13:02

In the event that the Federal or Provincial Governments proclaim a mandatory new paid holiday, ~~then~~ such day ~~will~~ be observed.

13:03

In the event a paid holiday ~~falls~~ on a non-working day, the holiday will, at the discretion of the Company, be observed on the closest scheduled working day prior ~~to~~ or immediately following such holiday. ~~Two (2) weeks~~ prior to the selected day, notices ~~will~~ be posted, except as provided ~~in~~ 13:01.

13:04

- A. Employees required to work on a paid holiday, shall be paid double time for all hours worked in addition to payment for the paid holiday.
- B. An employee ~~who~~ works a paid holiday may defer the observance of the worked paid holiday with Company approval up to twenty (20) working ~~days~~. The day ~~will~~ be taken at a time ~~mutually~~ convenient to the employee and the Company.

13:05

Should a paid holiday occur on a non-work day while an employee is on annual vacation, such day shall be in accordance with Article 7:15.

13:06

Each employee to qualify for paid holiday(s) pay must work their regularly scheduled shift immediately preceding and immediately following the holiday(s). However, under the following special circumstances an employee will also qualify:

- a) If the employee was absent from his regular shift preceding or following the holiday because of certified illness, layoff, bereavement leave, jury duty, or other reasons acceptable to the Company, providing the employee has worked within the twenty (20) calendar day period preceding the holiday.

13:07

Employees in receipt of weekly indemnity payments will be reimbursed the difference between paid holiday pay and weekly indemnity divided by seven (7).

13:08

Paid holidays shall be considered as time worked inclusive of shift premium

ARTICLE 14:00
HEALTH AND SAFETY

14:01

- A. The Company and the Union agree that conditions in the plant should be such as to provide for the safety, health and welfare of employees.
- B. The Company agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The Company shall comply with applicable Federal, Provincial and Municipal Health and Safety legislation and regulations.

14:02

A Health and Safety Committee consisting of three (3) members from the Union and three (3) members from the Company will be established. The Committee's function will be to promote safety and industrial hygiene in the plant. It shall make regular monthly inspections of the plant and equipment and hold regular monthly meetings.

14:03

It is not the policy of the Company to require an employee to work under unsafe conditions. Any such conditions shall be reported immediately by the employee to his Supervisor. Any dispute over justification of the complaint will be referred to the Health and Safety Committee.

14:04

When the nature of the work or working conditions so requires, all necessary safety equipment and other protective devices shall be provided and maintained by the Company. The Union will co-operate with the Company to ensure that all members abide by all safety precautions.

14:05

The Company agrees to consider recommendations from the Plant Safety Committee concerning areas to be posted.

14:06

All employees will wear safety glasses as a condition of employment.

- A. The Company will provide standard safety glasses.
- B. Following the probationary period, standard prescription safety lenses and/or frames will be replaced once every year.
- C. Where prescription glasses are subjected to abnormal deterioration due to the working environment, standard prescription safety lenses and/or frames, will be replaced subject to Company approval. No reimbursement will be made in the case of willful damage, abuse or negligence.

ARTICLE 15:00
WORK CLOTHING

15:01

- A. Employees in the paint, maintenance, rear axle build up area, lube station, battery and fuel tank installation area, are provided company maintained coveralls or shop coats twice per week.
- B. The Company shall have the exclusive right to determine any change of frequency of supply and determine additional areas which may require company maintained coveralls or shop coats.
- C. Coveralls and/or shop coats shall be supplied to all other employees upon request on the following basis:
 - 1. A maximum of two (2) pairs per year except welders who shall receive a maximum of four (4) pairs per year, after completion of probationary period.
 - 2. Employees are expected to maintain coveralls or shop coats.

3. Upon termination, employees must return coveralls or shop coats or be assessed fifty per cent (50%) of original cost.
 4. If coveralls or shop coats are requested, they must be worn.
 5. The Company shall have the exclusive right to increase the number of coveralls or shop coats supplied to the employees.
- D. The Company may designate areas where coveralls or shop coats must be exclusively worn for safety reasons.
- E. Thermal coveralls and boots shall be provided by the Company to material handlers and other employees who are required to work a majority of their time outside, on the following basis:
1. Maximum of one (1) pair each of thermal boots and thermal coveralls each twenty-four (24) months:
 2. The employer shall pay 75% of the cost; and
 3. The employee shall pay 25% of the cost.

In addition, the employer shall keep six (6) pairs of thermal coveralls in the tool crib for occasional use by employees who are assigned to outside work on a temporary basis.

15:02

All employees working in the steam cleaning operations, shall be provided aprons, gloves and safety footwear (rubber boots). Rain gear will be provided for employees required to work outside.

15:03

- A. The Company will pay up to \$85.00 per pair toward the purchase of approved safety footwear once per calendar year. This total amount, if unused, may be carried over from year to year.
- B. The Company will provide production painters and paint clean up maintenance personnel a maximum of two (2) pairs of approved safety footwear per calendar year.
- C. The Company will provide production welders a maximum of one (1) pair of approved safety footwear per calendar year.

15:04

Clothes lockers shall be provided by the Company for protection of employees clothes and personal belongings.

15:05 »

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

ARTICLE 16:00
GENERAL

16:01

The Company agrees to provide lunch space of sufficient size to accommodate hourly paid staff.

16:02

No employee shall undertake any work 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 by the Company or the Union or both.

16:03

When an employee must leave the premises during working hours, he will notify his Foreman who will provide a pass. In the event the Foreman is not available, it will be provided by the Personnel Department.

16:04

- A. Employees are required to punch in when entering the plant prior to their shift and punch out when leaving the plant after their shift.
- B. Employees who remain in the plant during the lunch period are not required to punch the time clock, but if they leave the secured Company premises beyond the Guard House, they are required to punch in and out.

16:05

The provisions of this Collective Agreement constitute the entire Agreement between the parties hereto and supersede all previous communications, representations and collective agreements between the parties hereto with respect to the subject matter hereof.

16:06

Wages shall be paid not less than once each two-week period in a manner convenient to the Company, but in such a way as to eliminate unnecessary waiting on the part of the employees. The employees shall be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period. ~~Direct~~ deposit effective July 1, 1995.

16:07

Up to five (5) employees of the Company who are registered members of the Search and Rescue and local district Volunteer Firefighters shall be given time off with pay to a maximum of eight (8) hours per incident to a maximum of sixteen (16) hours per man per calendar year, to perform volunteer work when requested by the community authorities.

16:08

The **Union** and Company **agree** that **unless** as expressly allowed for by the laws of the Province of British Columbia and the laws of the Dominion of Canada, the parties in entering into **this** agreement are bound by such laws and in the event that the Company should **suffer damages or incur liabilities** or penalties as a result of the failure of the **Union** to abide by the laws as aforesaid, that the **Union** agrees to **full** indemnify and save **harmless** the company from any such damages, liabilities or penalties.

ARTICLE 17:00
JURY AND/OR WITNESS DUTY

17:01

Employees called for Jury **Duty** or **subpoenaed as a** Witness will be paid the difference between their regular straight time rate of pay for their normally scheduled hours and the amount paid by the courts.

ARTICLE 18:00
BEREAVEMENT LEAVE

18:01

In the event of a death in the immediate family of an employee, the Company shall grant up to three (3) days leave of absence at regular straight time rate to make arrangements for and/or attend the funeral. The term "immediate family" shall mean: spouse, parents, children, brothers, sisters, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandchildren. Payment will be made after proof of death of the relative is provided to the Personnel Department. Where **necessary**, additional days off may be granted without pay in accordance with Article 20.02.

18:02

The definitions of parent and spouse as set out in the Family Relations Act of British Columbia shall be deemed to be the definitions incorporated in this Agreement for the purposes of Article 18:01.

18:03

Upon giving twenty-four (24) hours notice, an employee may be granted time off without pay for the purpose of attending a funeral, provided that the granting of such time off shall not hinder the efficient operation of the plant.

ARTICLE 19:00
TECHNOLOGICAL CHANGE

19:01

A Technological Change is defined as:

- a. the introduction by an employer of a change in **his** work, **undertaking** or business, or a change in his equipment, or material from the equipment **or material** previously **used** by the employer in **his** work, undertaking or business, or
- b. a change in the manner an employer **carries on** his work **undertaking** or business related to the introduction of that equipment or material.

19:02

In the event of a pending technological change, the Company shall advise the Union **of** such change at least three (3) months in advance of such occurrence.

19:03

Upon notice of a pending change, a **joint committee** shall be established, composed of two (2) persons representing the **Union** and two (2) persons representing the Company. It shall be a function of the **committee** to study the effect of the **change on** employment. **The committee** shall **make** recommendations to the Company and the Union to ensure the interests of the Company and the employees **are** fairly and effectively protected.

19:04

When such change **occurs**, **the** Company shall provide adequate retraining arrangements for the employees displaced **so** that the employees can **fill** other jobs within the Company that **are** commensurate with their **ability**, qualifications and seniority.

19:05

An employee transferred to a lower classification because of technological change shall receive **the** rate of pay for **his** new classification

19:06

- A. The aforementioned provisions of this collective agreement do not preclude the possibility of layoffs **as** a direct or indirect result of technological change subject to the **seniority** provisions of this agreement. Employees who become permanently displaced **as** a consequence of technological changes, **shall** be entitled **to** notice **and/or** severance allowance in accordance with their **seniority**. The amount of notice **and/or** severance allowance **to which** an employee **shall** be entitled is specified in (B) below:
- B. An employee who is terminated because of technological change shall be entitled to notice **and/or** severance pay **as** per the following schedule:

1. Two (2) weeks, where the employee has completed a period of employment of at least six (6) consecutive months.
2. After the completion of a period of three (3) consecutive years, three (3) weeks, plus an additional week for each additional completed year of employment up to a maximum of eight (8) weeks.

19:07

It is **agreed** that grievances and/or disputes relative to the interpretation and/or application of Article 19, which may arise during the life of this agreement, shall be discussed, and the parties hereto **will co-operate in an effort** to adjust such grievance or disputes **at the earliest possible time** in accordance with Article 8 and 9.

If said grievance and/or dispute arising out of technological change cannot be resolved within 30 calendar days from the date of the occurrence, it **shall be settled using** the normal grievance and arbitration procedures specified in this agreement.

ARTICLE 20:00
LEAVE OF ABSENCE WITHOUT PAY

20:01

Non-compassionate leave:

1. An employee with three (3) or more years of service will be entitled to one Leave of Absence annually of up to five (5) days.
2. An employee with five (5) or more years of service **will be entitled to a total of ten (10) days Leave of Absence annually to be taken as follows:**
 - a) One Leave of Absence of up to five (5) days **total.**
 - b) One Leave of Absence of five (5) days. This Leave to be taken in one continuous period
3. Employees with 10 or more years of service will be eligible for a 15 day leave of **absence.**
 - a) One Leave of Absence of up to five (5) days **total.**
 - b) One Leave of Absence of ten (10) days or two leaves of **absence of five (5) days. This leave to be taken in one (1) or two (2) continuous periods.**

Requests for non-compassionate leaves of absence for the period of April 1st through to March 31st must be received not later than last day of February. Leaves of absence will then be scheduled on a seniority basis with a maximum of five (5) employees, plant wide, on leave at any one time. Requests for leaves of absence received after the last day of February will be dealt with on a first come first served basis, providing the vacation schedule permits. Once a leave has been granted by the Company, the leave will not be changed because of the application of seniority rules. Granting of additional Leaves of Absence may be made at the discretion of the Company.

4. An extended LOA (up to six (6) months) will be available on a once per lifetime basis for employees with a minimum of nine (9) years service. Maximum number of employees in any year is five (5), with not more than one (1) man per department. Application for leave to be in accordance with Article 7:09C.

20:02

Compassionate Leave:

An employee may be granted a leave of absence for legitimate reasons if the Company believes the leave is for a good reason and the employee's absence does not unduly affect the operations of the plant

20:03

If the leave is granted and the employee takes a job elsewhere during this leave of absence without the Company's approval, he will be considered to have quit.

20:04

Application forms for leave of absence can be obtained upon request from the Company and must be completed in full before being returned to the Personnel Department who will in turn review the request with the Foreman and Production Managers before a final decision is made. Such final decision shall be made known to the employee within two (2) weeks of receipt of the written application, a copy will be given to the Union Chief Steward, the Foreman and the employee.

20:05

If an employee of the Company should be elected to act as a delegate for the Union, he shall be allowed, upon four (4) weeks written notice to the Company, reasonable leave of absence, without pay for the transaction of Union business, provided that not more than one employee shall be absent at any time for every full fifty (50) employees, and provided the absence of the employee will not materially affect the operation of the plant. The Union, for valid reasons acceptable to the Company, may request the Company to waive the four (4) weeks written notice.

20:06

The Company shall grant leave of absence without pay of not more than eight (8) years duration to no more than two (2) members of the Bargaining Unit at any one time, for the purpose of working full time for the Local Union or any of its affiliates. The employees granted a leave of absence under this clause shall accumulate seniority for the first five (5) years of such leave of absence.

20:07

- A. An employee, on written request to the Personnel Department of the Company supported by a physician's statement stating that the employee is pregnant and estimating the probable date of birth is entitled to a leave of absence without pay for a period not exceeding eighteen (18) consecutive weeks, provided that:
- (a) such leave of absence must commence no later than eleven (11) weeks prior to the probable date of birth, unless the employee provides to the Personnel Department, for every week after the eleventh week prior to the probable date of birth that the employee wishes to work, a letter from a physician stating that the employee is fit to carry on with the employee's usual job functions, without danger to the employee or the unborn child;
 - (b) if an employee wishes to return to work prior to six (6) consecutive weeks having expired after the birth, a request in writing must be given to the Company one week prior to the intended return date, with a letter from a physician certifying that the employee is fit to return to carry on with the employee's usual job functions;
 - (c) where an employee gives birth or the pregnancy is otherwise terminated before the application for leave of absence is submitted, the Company shall, on the employee's written request supported by a letter from a physician confirming:
 1. The employee has given birth on a specified date, grant leave of absence without pay for up to eighteen (18) weeks or a shorter period if requested by the employee pursuant to Article 20:07 (c);
 2. The pregnancy has terminated by other than the birth of the child, and the employee, is not medically fit to return to employment, grant leave of a consecutive period as recommended by the physician or a consecutive period of six (6) weeks, whichever is less;
 3. Notwithstanding the provisions of this section, any person while on Maternity Leave who, may qualify for W.I. Benefits as provided for in Article 21:01 (c), will secure and maintain their seniority as provided for in Article 10:06 (v) 1 and 2 and 10:06 (vi).

- (d) ~~this~~ sub article is not to preclude the operation in appropriate cases of the balance of Article 20;
 - (e) the Company may require ~~early~~ leave of absence without pay or extended leave of absence without pay where, ~~by reason of pregnancy, an employee cannot reasonably perform that employee's usual job functions or, by reason of the employee's pregnancy, the employee poses a risk to the health and well being of that employee or fellow employees;~~
 - (f) the benefits of an employee on a leave of absence without pay pursuant to ~~this~~ sub Article shall ~~be the same as~~ an employee on ~~short-term~~ layoff pursuant to Article 21:02;
 - (g) the services of an employee who ~~is~~ absent from work in accordance with this sub Article ~~shall~~ be considered continuous for the purposes of Articles 7, 10 and 13;
 - (h) an employee who resumes employment on the expiration of a leave of absence granted in ~~accordance~~ with this sub Article ~~shall~~ be reinstated in all respects by the Company in the position previously occupied by the employee (and with ~~all~~ increments to wages and benefits to which the employee would have been entitled had the leave ~~not been~~ taken);
 - (i) ~~if~~ the Company has suspended or discontinued operations during the leave of absence granted under this Part and has not resumed operation on the expiring of the leave of absence, the Company ~~shall~~, on resumption of operations, and subject to ~~seniority~~ provisions of this Collective Agreement, comply with sub Article 20:07 (i);
 - (j) the Company shall not terminate an employee or change a condition of employment of an employee other than for health or safety reasons, without the employee's written consent, because of an ~~absence~~ authorized by this Part or because of the employee's pregnancy, ~~unless~~ the employee has been absent for a period exceeding that permitted in ~~this~~ sub Article;
 - (k) in the event that an employee ~~takes~~ a leave of absence pursuant to this sub Article, such leave shall not ~~be~~ extended beyond eighteen (18) consecutive weeks by reason of the shutdown of the plant falling ~~within~~ such leave of absence or in the event of the employee ~~taking~~ paid vacation during such leave of absence.
- B. Every employee who becomes a ~~natural~~ mother or father of a child or adopts a child, is entitled to unpaid parental leave of up to twelve (12) consecutive weeks.

An employee who intends to take parental leave must provide the employer with either a medical certificate stating the birth of the child or a letter confirming placement from the lawyer or agency that assisted in facilitating the placement of the child for adoption, and a written application at least four (4) weeks before the date on which the leave is to commence.

An employee who intends to take parental leave in addition to maternity leave, must commence the parental leave immediately following the end of the maternity leave unless the employer and the employee agree otherwise.

In the case of a natural father or an adopting parent, parental leave must commence within the fifty-two (52) weeks following the birth or actual date the child comes into the care and custody of the parent.

Where the new born or adopted child will be or is at least six months of age at the time the child comes into the actual care and custody of the parent and a medical practitioner or the agency that placed the child certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to an additional leave of up to five (5) weeks. However, an employee's combined maternity and parental leave is not to exceed thirty-two (32) weeks.

The provisions relating to seniority, benefits and reinstatements on the expiration of the leave are the same as those covering pregnancy leave.

ARTICLE 21:00
COMPANY ADMINISTERED
HEALTH AND WELFARE PLAN

21:01

All employees of the Company who are members of the Union, shall be covered by the Company administered Health and Welfare Plan. The plan will be maintained and operated under the supervision and guidance of the Company and the full benefits will be provided for each employee who is eligible under the plan.

- (a) Life insurance in the amount of \$75,000.00. Effective January 1st, 1998.
- (b) Accidental Death and Dismemberment in the amount of \$75,000.00. Effective January 1st, 1998.
- (c) Weekly Indemnity of \$448.00 per week on a 1-1-4-52 basis or U.I.C. benefits, whichever is greater. (See 21.01(B) below for details.)

- (d) Extended Health Care Benefits for employees and their dependents - reimbursement shall be 80% of eligible expenses after the \$25 deductible per family. No provision for vision care.
- (e) Dental Plan Benefits - coverage provided for employees and their dependents shall be reimbursed on the following levels:

PLAN A - Basic extractions, fillings and X-rays or services of a similar nature shall be reimbursed on a basis of 100% on the schedule of fees of the British Columbia College of Dental Surgeons.

PLAN B - Prosthetic services, including crowns and bridges shall be reimbursed at the rate of 50% for such services based on the schedule of fees of the British Columbia College of Dental Surgeons.

PLAN C - Orthodontic services shall be reimbursed at the rate of 50% for such services based on the schedule of fees of the British Columbia College of Dental Surgeons: provided that there shall be a lifetime maximum cumulative benefit for the patient in the amount of \$2,000.00 based on the schedule of fees of the British Columbia College of Dental Surgeons.

In addition to the foregoing, there shall be a \$25.00 deductible payment per family by the employee for reimbursement on Plans B or C.

Dental Plan Benefits coverage shall be reimbursed on the current schedule of fees. The current schedule of fees will take effect no later than 30 days after being posted by the British Columbia College of Dental Surgeons.

The maximum amount payable for Plan A & B combined may not exceed \$2,000.00 per person per year.

- (f) The Company agrees to continue with the current defined contribution pension plan for the duration of this Collective Agreement. The Company shall match the employee contribution in increments of \$.05/hour for all regular hours worked, to a maximum of:

\$.75/hour effective January 1st, 1998

\$.85/hour effective January 1st, 1999

\$.95/hour effective January 1st, 2000

\$1.05/hour effective January 1st, 2001

\$1.20/hour effective January 1st, 2002

21.01(B)

In addition, the Company will pay the administration costs associated with the **Plan**, charged by Trustees, in each year of the Agreement.

1. The employer shall provide Weekly Indemnity coverage to a maximum of fifty-two (52) weeks commencing on the first (1) day of injury, first (1) day of hospitalization, or fourth (4) day of illness. Benefits shall be \$448.00 per week or Employment Insurance benefits, whichever is greater. The coverage shall be maintained and operated under the supervision of the Company and the Company will assist the employee in facilitating the process and dealing with any differences arising in respect to coverage.
2. Where medical documentation is required to prove a disability, the cost for such required medical documentation shall be paid by the Company. Where medical documentation is required to prove an employee's fitness to return to work, the cost for such required medical documentation shall be paid by the Company.
3. The Union and the Company agree that it is in the best interest of the employee and the Company to facilitate injured workers' re-entry into the workplace following/during a compensable claim. A modified work duties program may be implemented on a case-by-case basis where there is agreement between the employee, the Company, and the Union. The following conditions shall apply:
 - a) The Modified Work Duties program must be authorized by the employee's physician, who shall have authority to cancel the program at any time.
 - b) Employees on a Modified Work Duties program shall receive their regular hourly rate of pay for all hours worked or the amount payable as Weekly Indemnity, WCB etc., whichever is greater.
 - c) A Modified Work Duties program shall be agreed upon prior to the commencement of the program. It shall outline terms and conditions of the modified return to work, including: commencement and termination dates of the program; hours to be worked, including any increase in hours as part of a work-hardening program; types of duties to be performed; the department(s) where the employee will be working; and regular progress reviews. Article 5.14 of the Collective Agreement will not apply to Modified Work Duties.

Employees on a modified work duties program shall not be entitled to the forty (40) hour weekly guarantee as outlined in 22.01. However, such employees shall receive the weekly guarantee immediately upon completion of the modified work duties program and their return to full time duties

21.02

- a) Medical Services Plan of British Columbia standard coverage or a comparable plan for employees and their dependents

- b) Coverage under the Health and Welfare Plan will commence on the first day of the month following the completion of the 60 day probationary period or re-employment from a layoff: provided that if an employee starts on the 1st calendar day of the month, the employee will be covered for that month. Coverage for the Health and Welfare Plan shall cease one month from the end of the month of termination or indefinite layoff. The Company shall continue Health and Welfare benefit coverage during short term layoffs not exceeding two (2) weeks duration.

21:03

The Company will maintain and administer the Health and Welfare benefit package at its own expense for the duration period of this Collective Agreement

21:04

Should an employee become disabled during the term of this Collective Agreement, the Company will continue to pay premiums on that employee's behalf up to a maximum of fifty two (52) weeks.

21:05

An employee shall have the option to convert the life insurance to an individual insurance plan on the employee's termination or indefinite layoff.

21:06

At the termination of coverage for an employee for whatever reason, the employee will be responsible for his own coverage from that day forth.

21:07

If the Company requests, the employee shall furnish to the Company, such medical or dental evidence as the Company deems necessary to support the employee's claim for reimbursement pursuant to the Company Health and Welfare Plan.

21:08

Notwithstanding the provisions of the whole of Article 21:00 herein, the Company reserves the right to examine comparable alternatives to the Health and Welfare Plan and shall have the exclusive right to determine the carrier of Health and Welfare Plan provided that the basic requirements set out in Article 21:00 are supplied.

ARTICLE 22:00 GUARANTEE

22:01

All employees who report for work at the start of their established work weeks shall be guaranteed a minimum of forty (40) hours work or pay. (Subject to Article 11:06).

22:02

For those scheduled work weeks in which one or more Paid **Holiday(s)** (listed in Article 13:00) occur, the holiday **shall** be considered time worked for the purpose of computing the forty (40) hour guarantee. However, if a Paid Holiday falls in a layoff week, the eligible employee shall receive payment only for the Paid **Holiday(s)**.

22:03

An employee recalled from layoff **on** other than the first day of his scheduled work week shall be guaranteed the remaining number of days in **his** scheduled work week. (Subject to Article 11:06)

22:04

Work week guarantees and **notices, as** provided herein. **shall** not be applicable to employees **terminated** for unsatisfactory performance or justifiable **cause**.

22:05

The application of the above **guarantee** shall **not** apply **in** the event of **fire**, power failure (exceeding **sixty** (60) minutes), floods or other emergencies beyond the control of the Company. In such cases, employees will be paid only to the time of forced layoff, or a minimum of three (3) hours pay whichever is the greater. In the event of a **series** of intermittent power failure (two or more), the Company reserves the right to close the plant after **sixty** (60) minutes from the first of the series of such power failures.

22:06

By mutual agreement, the Company and the Union may waive the forty (40) hour guarantee.

ARTICLE 23:00
CLASSIFICATION AND WAGE **RATES**

23:01

Various classification and wage rates **shall** be shown in Appendix "A". Classifications **are** set out in Appendix "B" of this Agreement. They **shall** not be changed or deleted nor shall the classifications be altered or amended without agreement of the Union.

23:02

All employees shall receive their wage **increments** according to a predetermined time **as** shown in Appendix "A".

23:03

Prior to the introduction of any new **types** of equipment which alters a job classification, and/or the establishment of a new classification for which rates of pay are not established by this Agreement, the Company shall **advise** the Union not less **than** thirty (30) days prior to implementation. The matter shall become a subject **of discussion** between the parties for wage rates covering the **altered** classification.

If agreement on **wage** rates cannot be reached, the Company's wage rates **will be** put into effect subject to the right of the Union to have **recourse** to the grievance and arbitration procedures within **sixty** (60) days of the introduction of the new classification.

23:04

At the option of the Company, new employees with proven prior experience may **be** hired at any **wage** level in the **classification** of Painter or Welder. The employee **must** then complete the remainder of the **graduated** wage **scale**.

23:05

The Company has the exclusive right to **assign** welding and fabricating work in the Welder classification, and painting work in the Painter classification, according to work **standards** without the assignments being open to grievance.

23:06

- A. When an employee is required to perform work on a temporary basis in a higher classification than his own, he **shall** be paid the higher rate of pay.
- B. When **an** employee is required to perform work on a temporary **basis** in a lower classification than **his** own, he shall be paid **his** regular hourly rate of pay according to his classification.

23:07 LEAD HANDS

It is **agreed** and understood **that** **Lead Hands** may be required from time to time to assist supervision in a manner totally of a non-supervisory **nature**. **Duties** of such Lead Hands **shall be** to **provide** assistance and instruction to a respective number of employees. When **Lead Hands** **are** not occupied with these duties, they will perform the duties of their **own** classification. They may also be required to **assist** Supervisors in providing technical **guidance** and/or **information** to other employees.

Other duties shall include **ensuring** that safety **rules** and procedures **are** followed, **and** reporting job failures **to** Supervisors, which **may** be caused **by** shortages, incomplete work orders, lack of tools or for other reasons which may be of a technical nature.

ARTICLE 24:00
SAVINGS CLAUSE

24:01

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 25:00
SUMMER STUDENTS

25:01

During the months of May, June, July and August of each year, the Company may ~~hire~~ students on a temporary employment ~~basis~~ for vacation relief. However, no student ~~shall~~ be hired or retained when ~~there~~ are employees on layoff.

25:02

Employees so employed shall be so designated and will not ~~acquire~~ seniority rights.

25:03

The Company may employ such persons for a period not exceeding four (4) months, and ~~during~~ this period they may be released at the discretion of the Company.

25:04

Should a student employee be ~~hired~~ on a permanent basis, the employee shall be considered a new employee with employment commencing on the original date of hire of the ~~current~~ year.

25:05

It is understood that ~~all other provisions~~ of the Collective Agreement will apply to students except for the following which ~~will~~ not apply:

1. Employee Benefits.
2. Coveralls and Safety Boots.
3. Prescription Safety Glasses.
4. Guarantees.

25:06

~~Wages will~~ be paid ~~at~~ a flat ~~rate~~ of \$10.00 per hour for the duration of this Agreement.



ARTICLE 26:00
RENEWAL AND TERMINATION

26:01

This Agreement shall be for the period from and including January 1, 1998 to and including June 30, 2002, and from year to year thereafter subject to the right of either party to the Agreement, within three (3) months immediately preceding the date of the expiry of this Agreement (June 30, 2002), or immediately preceding the thirtieth day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

26:02

Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

1. The Union shall give notice to strike (or until the Union goes on strike); or
2. The Company shall give notice of lockout (or the Company shall lock out its employees); or
3. The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

26:03

During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strike or stoppage of work on the part of the members of the Union, or any lockout of employees on the part of the Company.

26:04

The operations of Section 50 (2 and 3) of the Labour Relations Code of British Columbia is specifically excluded.

ARTICLE 27:00
COST OF LIVING ADJUSTMENT

27:01

Beginning January 1, 1998, if the "All Items Consumer Price Index for Canada (1986=100)" rises by more than 4.0% the parties agree that the published rates in Appendix "A" will be adjusted by 1% for every 1% full rise in the C.P.I. above 4.0%. Benefits will be paid out when the Consumer Price Index reaches a major portion of 1% over the 4.0% trigger.

The Index for the beginning of each of the four years, 1998, 1999, 2000 and 2001 will be the Canada Consumer Price Index for December of the preceding year. (1986=100).

Attached is Appendix "C" which is the matrix table that shows examples of the payout rate.

Benefits will be paid at the end of each quarter as soon as possible after publication of the last monthly figures in each quarter.

The adjustments will be prorated for Index increase of less than a full 1.0% on the final calculation date of each year.

Any upward cost of living adjustment under this schedule shall be considered an 'add-on' and will be paid for each hour worked, and for each hour paid (i.e., paid holidays, vacations etc.)

C.O.L.A. shall not be deemed part of an employee's regular hourly rate as per Appendix "A", nor included in the calculations of any other allowance or benefit. Adjustments will be made upward or downward. However, any downward adjustment will not result in a reduction in the hourly rate.

ARTICLE 28:00 RELIEF POOL EMPLOYEES

28:01

Relief Pool Employees will

A. Be Limited in Number:

- The Company will not hire more than 30* Relief Pool Employees

and

- The number of Relief Pool Employees allowed will not exceed the number of full time employees absent in the department and shift they are working. For example, if on the day shift in frame shop there are 3 employees absent on a given day, there can not be more than 3 relief pool employees working in the Frame Shop on that same day/shift.

B. Prohibited During Full Time Layoffs:

- A Relief Pool Employee will NOT be permitted to work while full time employees are on Lay off until all such full time employees have refused an opportunity to return for casual employment in accordance with article 11.06.

28:02

The purpose of Relief Pool Employees is to increase Western Star's overall competitiveness by being able to more efficiently react to full time employee absences. Relief Pool Employees will not be used to staff increases in the build rate.

28:03

Relief Pool Employee work schedules may contain a combination of pre-scheduled work days ranging in duration from 4 hours to a full scheduled work day, "on call days" (where they can be called the night before or day of operation to come into work) and 2 consecutive days off. Weekly pre-scheduled work hours will not exceed 32 hours in a week. Relief Pool employees scheduled or called for work on a given day shall be guaranteed a minimum of four (4) hours work, unless they leave for reasons beyond control of the company.

28:04

At no time can a Relief Pool Employee's work hours exceed a total of 40 hours in a week. Relief Pool Employees shall not work weekends and shall not work overtime hours. Upon request, the Chief Shop Steward shall be provided with a report showing the number of hours worked by each Relief Employees.

28:05

Relief Pool Employees will not be eligible for Company benefits. Vacation pay will be in accordance with applicable legislation and hourly wages will be fixed at the starting rate associated with classification IV.

28:06

All future Full Time positions available at Western Star will be offered to former full time employees working in the Relief Pool followed by qualified Relief Pool Employees based on accumulated Relief Pool hours worked.

28:07

Once assigned a Full Time position the Relief Pool Employee will begin to accrue full time classification seniority effective the date of being awarded the full time position and will be placed at step one of the applicable wage scale.

28:08

All Relief Pool employees will be required to serve a 60 shift probationary period. During this probationary period the Relief Pool Employees suitability for current and future employment with Western Star will be determined by the company. Thereafter seniority will be established within the Relief Pool Employee group.

28:09

Any Relief Pool Employee who refuses more than 2 call out assignments in a month or does not work with the Company more than 3 times in 2 months for whatever reason may have their employment record with the Company closed.

28:10

The 40 hour guarantee contained in article 22 will not apply to Relief Pool Employees.

***28.11**

In addition to the 30 Relief Pool employees indicated in article 28:00, an additional 10 Relief Pool positions will be offered to existing Full Time Western Star employees. These positions will be filled in order of seniority.

All Relief Pool Employee rules will apply to the former Full Time Employees, except these employees will maintain their existing Full Time Employee wage rate, they will not be required to serve an additional probationary period, and the provisions of article 28.09 shall not apply.

28.12

To ensure the protection of Full Time Employees in the event of a layoff there will be an additional 30 days recall notice given to Full Time Employees over that of a Relief Employee. This 30 days will be in addition to the recall provisions contained in article 10.06.

ARTICLE 29:00 OUTSOURCING

The parties acknowledge the importance of job security for employees, as well as the employer's need to be competitive. It is agreed that outsourcing of bargaining unit work may be required to continue to:

- Grow the business in a cost effective manner;
- Remain competitive in the market place; and
- Contain capital expenditures

The Company shall not use non-bargaining unit employees in the workplace to perform bargaining unit work

Where the company is able to demonstrate a legitimate business reason for outsourcing work that is presently performed by the bargaining unit, they may do so under the following conditions:

1. Prior to **outsourcing** any bargaining unit work, the company will provide the Union with 90 days notice.
2. A joint Union-Management committee shall be established consisting of three (3) members representing the Union, **one** of whom will be the Chief Shop Steward and three (3) members representing the Company. This committee **will be** involved in **all** steps of the **process**, and **will** be provided **full** details on **all relevant** issues; they will participate in an in-house costing process and **discuss** viable alternatives to outsourcing the work. Costs **will** be **determined** using Activity Based Costing methods.
3. Once cost models have been developed and outside quotes have been obtained, the Union will be provided **full details** on the costing and quotes. The Joint Union-Management Committee shall have regular **meeting** throughout the process.
4. Should the results show that outsourcing provides a **cost savings** over the existing process the Union will be given an **opportunity** to prepare a **case**, within a 30 day period, that demonstrates their ability to match the same cost savings. Where required an extension to the 30 day time period will not be unreasonably withheld.
5. At the completion of this **process**, where there is a **cost savings** the Company may **out source** work.
6. Bargaining unit employees **will not be used** to train outside vendors to perform bargaining unit jobs.
7. Any employee who loses his/her job as a direct result of **outsourcing** will receive severance pay **as** follows:
 - (a) for employees with **service** between one (1) and five (5) years, one week's pay for each year of **service**; and
 - (b) for employees who have **six** (6) or more years of **service**, two weeks pay for each year of **service**.

ARTICLE 30:00
SABBATICAL LEAVE

The Company will allow a maximum of 5 **full** time employees each year to **participate** in the Company's one year **paid sabbatical leave program**. By March 1 of each year employees interested in participating in this program will submit their names to the Human Resources Department, consistent with the procedures outlined in Article 7.09 c (i).

This program will be fully funded by the participating employees. Each participating employee will **allow** the Company to with hold **20%** of their gross salary for a period of **4** years. *During the fifth year, the employee will take his/her sabbatical and the Company will refund the with held amount at regular pay intervals for a period of one (1) year.*

The with held amounts will be placed in a trust account and **accrue normal** bank interest rates. Benefits will not apply to during this program unless 100% paid by the participant.

Full seniority accrual will apply during the sabbatical **leave**.

APPENDIX "A"

A. WAGE RATE SCHEDULES

GROUP I	JAN 1/98	JAN 1/99	JAN 1/2000	JAN 1/2001	JAN 1/2002
Starting Rate	19.43	19.82	20.22	20.83	20.98
After 9 months	20.85	21.27	21.70	22.35	22.50
After 18 months	21.11	21.53	21.96	22.62	22.77
After 27 months	21.62	22.05	22.49	23.16	23.31

Ticketed tradesmen ~~also~~ than painters shall be hired at the third progression step. These tradesmen will move up to the maximum after six (6) months.

GROUP II	JAN 1/98	JAN 1/99	JAN 1/2000	JAN 1/2001	JAN 1/2002
Starting Rate	17.95	18.31	18.68	19.24	19.39
After 9 months	18.72	19.09	19.47	20.05	20.20
After 18 months	19.52	19.91	20.31	20.92	21.08
After 27 months	20.21	20.61	21.02	21.65	21.80
After 33 months	21.14	21.56	21.99	22.65	22.80

GROUP III	JAN 1/98	JAN 1/99	JAN 1/2000	JAN 1/2001	JAN 1/2002
Starting Rate	17.35	17.70	18.05	18.59	18.74
After 9 months	18.09	18.45	18.81	19.37	19.52
After 18 months	18.86	19.24	19.62	20.21	20.36
After 27 months	19.60	19.99	20.39	21.00	21.15
After 33 months	20.43	20.84	21.26	21.90	22.05

GROUP IV	JAN 1/98	JAN 1/99	JAN 1/2000	JAN 1/2001	JAN 1/2002
Starting Rate	13.84	14.11	14.39	14.82	14.97
After 9 months	15.88	16.20	16.52	17.02	17.17
After 18 months	18.32	18.69	19.06	19.63	19.78
After 27 months	19.31	19.70	20.09	20.69	20.84
After 33 months	20.07	20.47	20.88	21.51	21.66

BR

**APPENDIX "A2"
GAINSHARING**

Average Hours Per Truck	Quarterly Bargaining Unit Payout
254	\$12,000
253	\$24,000
252	\$36,000
251	\$48,000
250	\$60,000
249	\$72,000
248	\$84,000
247	\$96,000
246	\$108,000
245	\$120,000
244	\$132,000
243	\$144,000
242	\$156,000
241	\$168,000
240	\$180,000
239	\$192,000
238	\$204,000
237	\$216,000
236	\$228,000
235	\$240,000
234	\$252,000
233	\$264,000
232	\$276,000
231	\$288,000
230	\$300,000
229	\$312,000
228	\$324,000
227	\$336,000
226	\$348,000
225	\$360,000
224	\$372,000
223	\$384,000
222	\$396,000
221	\$408,000
220	\$420,000
219	\$432,000
218	\$444,000
217	\$456,000
Average Hours Per Truck	Quarterly Bargaining Unit Payout
216	\$468,000
215	\$480,000
214	\$492,000

213	\$504,000
212	\$516,000
211	\$528,000
210	\$540,000
209	\$552,000
208	\$564,000
207	\$576,000
206	\$588,000
205	\$600,000
204	\$612,000

THE PROGRAM

Provided the Company's truck quality index remains above 130, for every 1 hour decrease in the total labour hours per truck below 255, quarterly compensation installments in accordance with appendix (A2) will be divided by the bargaining unit employees actual hours worked in the applicable quarter.

ELIGIBILITY:

All active IAM bargaining unit employees will be eligible to participate in this program. The applicable quarterly installment amount (appendix A2) will be divided by the actual hours worked by the IAM employees for the quarter to arrive at a cents per hour amount. This cents per hour amount will be multiplied by each employees actual hours worked for the quarter and paid to the employee.

Example:

- Average hours per truck for the January - March quarter = 235 hours
- Quarter compensation amount in accordance with appendix (A2) = \$228,000
- Total IAM hours worked for the January - March quarter = 310,000 hours.

• $\$228,000 / 310,000$ hours = .73/hour
 If employee A actually worked 520 hours in the January - March quarter he/she would receive:

520 hours x .73 = \$379.60 in additional compensation for the quarter.

If employee B actually worked 600 hours in the January - March quarter he/she would receive:

600 hours x .73 = \$438.00 in additional compensation for the quarter

APPENDIX "B"

B. WAGE CLASSIFICATIONS

Group One

Auto Mechanics
~~Heavy~~ Duty Mechanics
Hydraulic Mechanics
Electrician
Pipe Fitter
Painters
Bodymen
Welders

Group Two

Air Conditioning Specialist

Group Three

Layout- Paint
- Cab
- Frame
- 5th Wheel

Group Four

Material Handlers
Assemblers
Sander/Maskers, Washers, Steam Cleaners
Janitor

Quality Inspector

Plus 20 cents per hour over their applicable progression rate in Group IV.

Lead Hand

- i) \$.40 per hour over the Group One rate.

First Aid

Occupational First Aid Level 1	.30
Occupational First Aid Level 2	.50

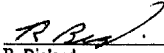
APPENDIX "C"

C.O.L.A. MATRIX


C.F.I	OLD COLA	NEW COLA	IMPACT
4.0	0	0	
4.1	0	0	
4.2	0	0	
4.3	0	0	
4.4	0	0	
4.5	0	0	
4.6	0	0.1)
4.7	0	0.2) Improvement
4.8	0	0.3)
4.9	0	0.4)
5.0	0	1.0)
5.1	1.0	1.0)
5.2	1.0	1.0)
5.3	1.0	1.0)
5A	1.0	1.0)
5.5	1.0	1.0) No
5.6	1.0	1.0) Change
5.7	1.0	1.0)
5.8	1.0	1.0)
5.9	1.0	1.0)
6.0	2.0	2.0)
	Etc.	Etc.	

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives

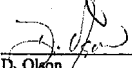
FOR THE COMPANY



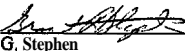
R. Bigland



W. LaRochelle



D. Olson

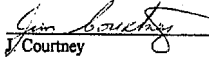


G. Stephen

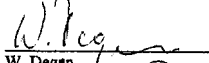
FOR THE UNION



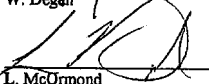
G. Blanke



J. Courtney



W. Degan



L. McOrmond




S. Pickthall

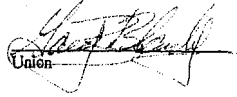
LETTER OF UNDERSTANDING 1
Summer Shutdown

The annual shutdown is ~~currently tied~~ to the physical inventory taken ~~at~~ fiscal year end, primarily for inventory reconciliation purposes. The company is ~~currently~~ installing ~~an~~ improved computer system which the company believes will allow for the introduction of inventory cycle counting and ~~perpetual~~ inventory records, thus ~~negating~~ the need for an ~~annual~~ inventory count. When this computer system is operating properly, the company shall move ~~the~~ shutdown for vacation purposes to a period between July 15 and ~~August~~ 15, should the company ~~still~~ require a plant shutdown.

Notwithstanding the foregoing the summer shutdown will be moved by the ~~year~~ 2001



Company



Union

Western ~~Star~~ Trucks Inc. And International Association of Machinists
and Aerospace Workers, Lodge 2710
LETTER OF UNDERSTANDING 2
Painter Apprenticeship

The **Union** agrees to allow the company at its **discretion** to implement a painter apprenticeship program on the following basis:

1. This program shall apply only to **government** registered apprentices.
2. A ratio of no **greater** than one (1) apprentice per each four (4) **Journey** persons shall be **maintained**.
3. Apprentices shall attend authorized vocational **training** on an annual basis, **as** scheduled by the Apprenticeship Branch. Such time spent in **training** shall count **as** time worked
4. While **attending** authorized vocational **training** classes, apprentices shall be paid their **regular** rates of pay, less any Government subsidies that may be payable to the employee. Such **government** subsidies shall include Employment Insurance (**EI**) **amounts** for which that apprentice may **qualify**, but shall not include amounts payable as travel allowance, living away from home allowance, or dependent **care** allowance.
5. An **apprentice** having served his **required** time and having passed any necessary examinations will be classified as a **Journey** person.
6. The duration of the apprenticeship shall be two (2) or **three** (3) **years** as designated by the Apprenticeship Branch Requirements. **Rates** of pay shall be **as** outlined in **this** section, and pay **increases** shall be automatic upon completion of each **six** months:

0 - 6 months	70% of journeyman rate
6 - 12 months	75% of journeyman rate
12 - 18 months	80% of journeyman rate
18 - 24 months	85% of journeyman rate
24 - 30 months	90% of journeyman rate
30 - 36 months	95% of journeyman rate

7. **Nothing** in **this** section shall preclude the company from **crediting** an employee with time served for related experience, provided **that** such **credit** is approved by the Apprenticeship Branch. In **such** cases the employee **shall** be paid at the appropriate rate as **shown** above.
8. Where painter apprentices **are** required to **serve** a two (2) year apprenticeship, the **starting** rate shall be at 80% of the journeyman rate, and shall **increase** by 5% each (6) months, **as** shown above.
9. **This** program will in no way prohibit or limit the company's ability to hire **painters** from **outside** the company.



Company



Union

LETTER OF UNDERSTANDING 3
Alternative Shift Schedules


The Company and the Union agree to **establish** a committee consisting of two (2) Union representatives and two (2) Company representatives to examine the possibility of **bargaining** unit employees working a **shift** schedule other than the traditional eight (8) hours per day Monday - Friday arrangement.

The purpose of this examination **will** be to analyze **shifting** options that will:

- Increase productivity in **certain** departments
- Grow the **business** in an efficient manner
- Accommodate employee preferences **for an** alternative work week

In accordance with this Letter of Understanding, the Company and the **Union** may by mutual agreement agree to implement alternative **shift** arrangements. **These** may include scheduled weekend work and **shift** schedules other than a **five (5)** day on, two (2) day *off* cycle. Examples of such **shifts** may include four (4) ten (10) hour **shifts** or three (3) twelve (12) hour **shifts**.

Terms and conditions of such alternative **shift** arrangements shall be agreed between the Company and the Union prior to implementation of such **shifts**



Company



Union

LETTER OF UNDERSTANDING 4

Christmas Shutdown

This letter is in reference to the observed paid holidays as shown in article 13.01 of this agreement. In order to provide the employees with a continuous shutdown period in the years 1998 and 2001, one additional day off is required in each year. These days are, respectively, Thursday, December 31, 1998 and Monday, December 31, 2001.

1. The parties agree that Bargaining Unit employees shall work an extra day in advance of the above day(s), on the following basis:
 - A. Work an additional Saturday shift in advance, in exchange for the December 31st day off, or
 - B. Work an additional 1/2 hour per day over a three (3) week period in advance, in exchange for the December 31st day off. (Nov. 30 - Dec 18, 1998 inclusive; Dec 3 - Dec 21 2001 inclusive)

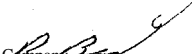
It is understood that either (a) or (b) will be worked by the entire bargaining unit.

2. The selection of option (a) or (b) as shown above shall be made by referendum vote of the bargaining unit employees, and shall be decided based upon the decision of the majority of those polled. This poll shall be conducted during the month of October of each respective year. The selection of choices shall be as follows:

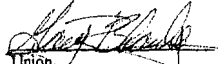
1998 - Saturday, December 5, 1998 (8 hours) or Nov. 30 to Dec. 18, 1998 inclusive (1/2 hour per day)

2001 - Saturday, December 1, 2001 (8 hours) or Dec. 3 - Dec. 21, 2001 inclusive (1/2 hour per day)

3. Employees who have prior approved time off during the period as shown in (a) or (b) above shall not be penalized, and employees with vacation scheduled for the December 31st day off shall be entitled to another day off with full pay at a mutually agreeable time.



Company

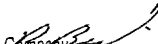


Union

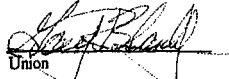
LETTER OF UNDERSTANDING5

Re: Article 28:00 - Relief Pool Employees

1. Article 28:00: Relief Pool Employees is intended solely for the purpose of providing the Company with temporary relief for the absences of full-time employees. There is absolutely no intention to utilize relief pool employees for any other purpose now or in the future.
2. Article 28:00 provides for the hiring of 30 Relief Pool Employees with 10 additional Relief Pool positions to be offered to existing full-time employees. This total of 40 Relief Pool positions is based on the current full-time employee workforce of 800 (that is, a ratio of 5%). The Company and the Union are in general agreement with the principle that this type of ratio should be maintained in the future. With that principle in mind
 - (a) for the first two years of the Collective Agreement, the Company will utilize a Relief Pool of 40 positions (30 new hires and 10 existing full-time employees).
 - (b) once the two year period has expired, the Company and the Union will meet to discuss the status of the Relief Pool. To be discussed will be the number of full-time employees at that time compared to the number in February 1998 and the comparative rate of absenteeism.
 - (c) If there has been a significant change in the ratio which gave rise to the 40 Relief Pool positions in 1998 (that is a significant change in the number of full-time employees and/or a significant change in the rate of absenteeism), the Company and the Union will discuss in the manner in which the ratio principle will be honoured.
 - (d) Should the Company and the Union be unable to reach agreement pursuant to paragraph (c), Brian Foley will render a binding decision on the matter.



Company



Union