

COLLECTIVE AGREEMENT

BETWEEN

WWL VEHICLE SERVICES CANADA, LTD.

AND

TEAMSTERS LOCAL UNION No. 213

April 1st, 2010 - March 31st, 2014

**WALTER CANTA
Secretary-Treasurer**

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THIS AGREEMENT entered into this 1st day of April, 2010.

BETWEEN: **WWL VEHICLE SERVICES CANADA, LTD.,**
#100-820 Dock Road, Annacis Island, of the
Municipality of Delta, Province of
British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British
Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. JURISDICTION AND RECOGNITION

- (a) The Employer recognizes and agrees that the Union is the sole bargaining agent of all employees of WWL Vehicle Services Canada, Ltd., employed in the geographical area of the Mainland of B.C. that is bounded on the North by Powell River, on the South by the U.S. Border, and on the East by the Township of Hope, Vancouver Island, the City of Prince Rupert and Kitimat, except office staff.
- (b) Work presently performed by those employees covered by the terms of this Agreement shall not be contracted or sub-contracted out in any manner.
- (c) Work will not be performed by Manufacturers' representatives unless first agreed to by the Union. If work is required to be performed by anyone outside the bargaining unit, including Manufacturers' representatives, they must be assisted by bargaining unit members at a ratio to be determined at the time work is to be performed.

2. DURATION OF AGREEMENT

- (a) This Agreement shall be for the period from and including April 1st, 2010 to and including March 31st, 2014. Either Party to this Agreement may within four (4) months immediately preceding March 31st, 2014, give to the other Party written notice to commence collective bargaining.
- (b) After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this

Agreement will be observed and not varied except by the Parties' consent during the period the Union remains the bargaining agent for employees identified in this Agreement.

- (c) It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

3. UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whomever they choose. Subject to seniority provisions contained herein, the Employer agrees that when new employees are required, the Union shall be given the first opportunity to dispatch said employees to be interviewed by the Employer. The Employer may hire from elsewhere.
- (b) The Employer agrees that all employees, including dependent contractors, shall be members of the Union as a condition of employment and all new employees must become members of the Union within seven (7) working days of commencing employment or be replaced. The Employer's payroll official shall notify the Union, in writing, within five (5) days of hiring a new employee, of his name and classification.
- (c) The Employer agrees to consult with the Shop Stewards prior to the implementation of any new Employer policies.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall submit a check-off in duplicate at the start of each month. The Employer shall deduct the amounts shown thereon, as well as the deductions dealt with in Section (b) herein, and shall remit along with one (1) copy of the checkoff, to the Secretary-Treasurer of the Union, not later than the tenth (10th) day of the following month.
- (b) The Employer shall also on each monthly checkoff list show the names of employees who commenced and discontinued employment in each month. The Employer shall deduct and remit to the Union an amount equal to the monthly dues of the said Union for each employee. If the Union checkoff has been remitted for that month, the specified amount shall be added to the next month's checkoff and shown as the previous month's dues deducted from each new employee.
- (c) All employees referred to above will be required to sign authorization for checkoff of Union dues, initiation fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws.
- (d) In the case of a Union member being off through vacation, sickness or compensation on the dues deduction pay date, his dues shall be taken off his first full pay following his return to work, provided that the employee's return to work is within one (1) month.

- (e) The Employer shall record on each employee's T-4 slip the total union dues deducted and submitted on behalf of that Employee.

5. UNION ACTIVITIES OF EMPLOYEES

- (a) No employee shall be discharged or discriminated against for upholding the terms of this Agreement, no employee who serves on a committee shall lose his position, nor be discriminated against for that reason.
- (b) The Employer shall allow time off work, without pay, to any employee who is serving on a Union committee or as a delegate, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. It is agreed that no more than one (1) employee at any given time shall be absent on Union business.
- (c) Employees shall not take part in Union activities during working hours, except Shop Stewards who shall have the right to discuss and process grievances and any other appropriate matters with Management or affected employees.
- (d) During any discussions concerning grievances, complaints, accidents, personnel policies, or other matters affecting the bargaining unit, the employees shall have the right to be represented.
- (e) When an employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year and without loss of seniority.
- (f) The Employer shall allow new employees within the first two (2) weeks of employment fifteen (15) minutes orientation time with a Shop Steward.

6. LEAVE OF ABSENCE

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence without loss of seniority until such time as his doctor states he can return to work. If the Employer requires written notification from the employee's doctor that he can return to work, the Employer may request such notification when the employee notifies the Employer of his intended absence or at any time during his absence.
- (b) Any other type of approved leave of absence shall be confirmed in writing by the Employer. Copies of leaves of absence given by the Employer to any employee will be both sent to the Union and posted in the appropriate employee areas.
- (c) Any employee suffering injury or illness shall report the injury or illness to the Employer as soon as possible, even if it does not require him to be absent from work.

- (d) Employees shall be granted a leave of absence, without pay, for pregnancy without loss of seniority for a period of up to twelve (12) months. This period may be extended by mutual consent of the parties.
- (e) Fathers shall be granted a leave of absence without pay for up to five (5) days at the time of the birth of the child.

Employees will be allowed an unpaid leave of absence with no loss of seniority as per the Maternity and Parental leave legislation within the Employment Standards Act of BC.

- (f) Employees with more than seven (7) months but less than one (1) year's service with the Employer shall be entitled to a leave of absence of up to two (2) weeks, upon thirty (30) days written notice to the Employer. Such leave of absence shall be granted on the basis of seniority and no more than two (2) employees shall be granted such leave at any one time.
- (g) Employees may be granted a leave of absence for the purpose of going to school. Such leave will be restricted to three (3) employees at any one time with no more than one from any classification per shift. If more than one (1) employee from the same classification applies, leave may be restricted subject to work requirements. Leave under this clause will not exceed twenty-four (24) months, with no accumulation of seniority for the second year of leave, and no employee may take "School Leave" more often than once every three (3) years. Employees requesting "School Leave" should apply at least two (2) months prior to the commencement of such leave. Such leave of absence may be granted by mutual agreement.
- (h) Any person employed in a classification requiring a Driver's License, who suffers revocation of his Driver's License, shall report the revocation to Human Resources immediately. The employee will be granted leave of absence for the period of revocation and any subsequent revocation(s) related to the same incident. The total period of leave shall not exceed two (2) calendar years, commencing on the date of the original revocation. Any further incidents resulting in revocation of the Driver's License may result in termination.
- (i) An employee may be granted a leave of absence for the purpose of starting his or her business. This leave will not exceed twelve (12) months. This clause will not conflict with Section (c). There shall be no cost to the employer and no accumulation of seniority. Such leave of absence may be granted by mutual agreement.
- (j) Military Leave

A leave of absence without pay will be granted to an employee required to perform duty in the Canadian Forces, which includes the Land Force, Maritime and Air Commands and the Reserve Force.

- (1) The employee will notify his/her supervisor of a need for military leave in writing at least four (4) weeks or, in the case of emergency deployment, as far as possible in advance. The Employer may require documentation verifying the requirement for leave.
- (2) Differential Pay
 - (i) A maximum of three (3) employees in any calendar year will be eligible to receive a differential pay benefit while on military leave.
 - (ii) Such employee(s) will receive full pay, less the amount of military pay received while on active duty, for a maximum of ten (10) days in any twelve (12) month period, subject to the provisions below.
 - (iii) To be eligible for the differential pay benefit, the employee must present evidence of military pay upon return from military service.
 - (iv) An employee who uses accrued vacation and/or sick time during his/her military service leave will not receive any differential pay for this time.
 - (v) If a general holiday occurs within the ten day differential pay period, the employee will be entitled to holiday pay and will not receive any differential pay for this time.
- (3) Service will be deemed continuous during the period of military leave.
- (4) The employee's entitlement to vacation time will continue to accumulate. Entitlement to vacation pay will be governed by Article 14(h) of the collective agreement. Hours paid under the Differential Pay benefits will be credited towards the 1,500 hours as stated in Article 14(h).
- (5) Upon return from military leave, the employee will be reinstated to the same classification as he/she held before military leave (or a comparable classification in the case of a declassification during leave), with the same status and pay as would have been attained had he/she not been absent for military duty.

7. UNIFORMS

- (a) All regular employees shall, on request, be provided with coveralls to ensure a reasonable degree of cleanliness. The said coveralls shall be of an acid resisting type. The Employer shall also provide drying facilities to enable the employees to dry their coveralls and other clothing.
- (b) The Employer shall provide raingear and rubber boots for the de-waxing operation when required. Locker facilities shall be provided to store De-Wax gear.

- (c) The Employer shall provide for a payment of two hundred dollars (\$200.00) per year after thirteen (13) months' seniority, for the reimbursement of employee's spending on protective clothing, to include such things as gloves, work boots, rain gear, etc. Rail Car Loaders and Tri Drivers to receive two hundred and fifty dollars (\$250.00) per year.

In addition to the above each employee on the seniority list will be paid thirty-five dollars (\$35.00) towards the purchase of new safety shoes. Rail Car Loaders to receive seventy dollars (\$70.00). It will be a requirement that all employees wear ankle support safety shoes at the work place. A separate cheque will be issued to the employees for safety boots and clothing.

In the event the Workers' Compensation Board rescinds the requirement to wear safety shoes, all of the foregoing paragraph will not apply. An employee shall wear safety shoes for the entire shift if any portion of the work performed during the shift requires safety shoes to be worn, unless otherwise agreed with the Supervisor.

Employees working as Rail Loaders or Tri Drivers, but not classified as such, shall receive the same as those classified if six hundred (600) or more hours per year are worked in those classifications.

- (d) Employees who are employed as Rail Car Loaders shall be issued with two (2) new pair of gloves, free of charge, on the first work day of each week, provided that they turn in to the stores their used pair. At any time, the employee may purchase additional gloves from the Employer's stock and/or may exchange used gloves for used gloves in better condition.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there will be no interference by the Employer with said Notice Board.

The following items must be posted on said Notice Board:

- (1) A copy of this Agreement;
- (2) A valid Seniority List to be revised in accordance with Article 16;
- (3) Copies of the Employer's Welfare Plan with details as to when employees are eligible for coverage.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada. Any such agreement will be null and void.

10. PROTECTION OF RIGHTS

- (a) The Employer shall not require any Union member hereunder to cross a legal picket line or to accept any products or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.

In the event of a strike among the employees of any other firm with which the Employer does business, the Employer will not ask its employees to perform any labour which they do not ordinarily do which would otherwise have been carried out by those employees on strike.

- (b) All Union dues and Health and Welfare Plan contributions are to be paid to the party entitled thereto no later than fifteen (15) days after such deductions are made, and upon default of compliance with this Section, the Union may require the Employer to post with the Union, a Performance Bond, in any amount, not exceeding five thousand dollars (\$5,000.00). Such bond to be obtained through an established Bonding Company.
- (c) The Union agrees that in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.
- (d) An employee shall be entitled to receive a copy of any written reprimands or disciplinary action placed on the employee's file, with a copy to the Union. All written reprimands shall be deleted after one (1) year provided there is no history of repetition of the particular offence.
- (e) Management will recognize and ensure communication where possible, first with the Working Foreman or Leadhand in regards to an employee under their guidance of any movement of said employee.
- (f) There is to be no work done by supervisors or management representatives that Union members perform.
- (g) Management or supervisors will not interrupt any Union member during their coffee or lunch breaks to discuss company business.

11. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device or sub-contracting out to a third party to evade this contract.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

The Union, however, shall give consideration to any proposal put forward by the Employer in regards to any leasing and shall deal with any case on its merits. However, it reserves the right to not necessarily agree to any proposal submitted by the Employer.

- (c) The Employer shall not require, as a condition of continued employment, that an employee purchase any truck or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

12. GRIEVANCE PROCEDURE AND ARBITRATIONS

- (a) The parties agree that any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) days following the date of the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. The fourteen (14) days may be extended by written mutual consent. Whenever there arises a dispute concerning the interpretation, application, operation, or violation of this Agreement, the grievance shall be adjusted and settled as follows without a slowdown or stoppage of work.

- (1) The employee(s) involved shall first take up the matter with their Supervisor. However, the employee(s) will be entitled to be represented by a Shop Steward.

- (2) If the discussion does not produce a resolution the employee along with his Shop Steward may put the grievance in writing and forward it to the Terminal Manger, or his designee. Within ten (10) working days of receiving the written grievance, the Terminal Manager or his designee, will schedule a meeting with the Grievor and Shop Steward involved.

The Terminal Manager, or his designee, within ten (10) working days will respond with the Company's position.

- (3) If settlement is not reached in Step 2, the Union Business Agent shall contact the Terminal Manager within ten (10) working days of receiving the Company's response to Step 2 to arrange a meeting to attempt to settle the grievance. The Company shall state its position to the Union within ten (10) working days of the Step 3 meeting.

If settlement is not reached, the grievance may be submitted to arbitration as set out below. If either party fails to forward or advance the grievance within the time limits stated in the Article the

grievance will be considered resolved based on the other parties last response.

- (b) The dispute shall be referred to a single Arbitrator appointed by mutual agreement of the parties as follows within ten (10) days, however there can be an extension by mutual agreement of both parties:
 - (1) The party desiring Arbitration shall nominate an Arbitrator and shall notify the other party in writing of the name and address of the person so nominated and particulars of the matter in dispute.
 - (2) The party receiving the notice shall within five (5) days thereafter either agree to the appointment of the other party's nominee or nominate another Arbitrator for consideration and notify the other party in writing.
 - (3) Failing for five (5) days from notification under (2) to agree to an Arbitrator, either of the parties may apply to the Honourable Minister of Labour to appoint an Arbitrator.
- (c) The Arbitrator shall hear the parties, settle the terms of the question to be arbitrated, and make his decision within ten (10) days from the date of the appointment of the Arbitrator, provided the time may be extended by agreement of the parties.
- (d) The Arbitrator shall have the power to determine whether a particular issue is arbitrable under this Agreement; however, it shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- (e) If the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay, and with all his rights, benefits and privileges he would have enjoyed if the suspension or discharge, or lay-off had not taken place. However, if it is shown to the Arbitrator that the employee has been in receipt of wages from other jobs during the period between discharge or suspension or lay-off and reinstatement, the amount so received shall be deducted from wages payable by the Employer pursuant to this clause less any expenses which the employee has incurred in order to earn the wages so deducted. Also, the Arbitrator, if circumstances are established before him, which in the opinion of the Arbitrator makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.
- (f) If the award of the Arbitrator is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitrator appointed pursuant to and with all powers provided by this clause.

- (g) Each party shall pay its own costs and expenses of Arbitration, the remuneration and disbursements of the Arbitrator and one-half (1/2) of the compensation and expenses of the stenographic and other expenses of the Arbitration.
- (h) Nothing in this clause shall be construed in any way to limit the general powers of the Arbitrator.
- (i) Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give him the reasons for his discharge or suspension, and the Employer will give such reasons to him, in writing, within seventy-two (72) hours of such request. The seventy-two (72) hours shall be within three (3) working days excluding weekends.

Only the reasons set out in writing may be argued before an Arbitrator.

13. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than every second Friday, all wages earned by such employees to a day not more than seven (7) working days prior to the day of payment. Paycheques and/or pay statements shall be distributed on Thursday to employees who are working on the Sunday to Thursday shift.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, either time and one-half (1½X) or double time (2X), or the mileage rates for each mileage trip made by the Driver and the total for such trip, the rate of wages applicable, and all deductions made from the gross amount of wages. The Employer shall include with the first pay period of each month a statement that details each employee's vacation entitlement.
- (c) When there is an error of short payment or any other type of error, this shall be corrected and any monies owing be paid not later than two (2) working days from the date that the Employer's payroll official is notified of the error. Errors of less than fifty dollars (\$50.00) will be corrected on the following pay period.
- (d) Employees will receive all monies owing following settlement of grievance no later than the second pay day following settlement.

14. ANNUAL VACATIONS

- (a) All employees will submit their vacation requests in writing by February 1st of each year to the operations supervisor or designate. Employees will signify their first and, if applicable, second, third and fourth choices for vacation. Vacations will be allocated in order of seniority. Employees who

do not submit their vacation requests by February 1st of each year will not be allocated vacation based on seniority. Employees who are away from the workplace between February 1st and March 15th are responsible for making themselves available by telephone, email, or otherwise to complete vacation scheduling in seniority order.

Such vacation shall be taken in one (1) unbroken period unless requested by the employee, who shall have the sole right to decide whether their vacation shall be in one period or split. The Employer reserves the right to regulate the number of employees to be absent at one (1) time.

The Employer will give to each employee in writing the answer as to whether vacation is approved or denied by March 15th of each year, once vacation has been awarded, it only may be changed by mutual agreement between both parties.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate his vacation entitlement and payment.
- (c) Upon completion of one (1) year's service, employees shall receive two (2) consecutive weeks' vacation with eighty (80) hours' pay, or four percent (4%) of annual gross earnings, whichever is greater.
- (d) Any employee completing three (3) years of service shall receive three (3) weeks' vacation with one hundred and twenty (120) hours' pay, or six percent (6%) of annual gross earnings, whichever is greater.
- (e) Any employee completing seven (7) years of service shall receive four (4) weeks' vacation with one hundred and sixty (160) hours' pay, or eight percent (8%) of annual gross earnings, whichever is greater.
- (f) Any employee completing ten (10) years of service shall receive five (5) weeks' vacation with two hundred (200) hours' pay, or ten percent (10%) of annual gross earnings, whichever is greater.
- (g) Any employee completing twenty (20) years of service shall receive six (6) weeks' vacation with two hundred and forty (240) hours' pay, or twelve percent (12%) of annual gross earnings, whichever is greater.
- (h) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as set forth above. If on leave of absence but excluding sickness, compensation or maternity leave, vacation pay shall only be at the percentage rate applicable to such employee that year and not on weekly earnings; provided however, this entitlement shall not exceed a period of fifty-two (52) weeks.

- (i) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (j) In the event of an employee leaving the employ of the Employer after he has had his vacation he earned for the previous year, he shall receive full entitlement as set out above, that is if less than fifteen hundred (1500) hours have been worked the percentage applies; if more than fifteen hundred (1500) hours are worked the greater shall apply. This clause shall only apply to termination of employment.
- (k) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated, i.e. on a percentage basis or weekly wages, and shall include all overtime payments, commissions or anything of a monetary value on which the employee has to pay income tax and also a cheque for the appropriate vacation pay the employee is entitled to.

15. GENERAL HOLIDAYS

- (a) Employees completing five (5) days' service with the Employer shall be paid for time not worked at the regular rate on New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day and in addition hereto, two (2) floater holidays. This does not apply to temporary workers.

The Employer would also give notice that one (1) such Floater would be observed either preceding or following the Canada Day Holiday weekend and the other either preceding or following the B.C. Day Holiday weekend. The Employer shall post the dates, by shifts, that statutory holidays and two (2) floaters will be taken. These shall be posted a minimum of two (2) weeks before employee vacation scheduling is to take place.

See Appendix "A" 3(a) for description of Floater Holidays for Full-Time Security Guards and Appendix "A" 3(c) for General Holiday provisions for Relief/On Call Security Guards.

In the event a General Holiday is proclaimed or declared by the Federal, Provincial or Municipal Government, such additional day shall be observed as a General Holiday with pay.

- (b) Hourly rated employees who are required to work a shift which commences at any time during a General Holiday or a shift which carries over into a General Holiday, shall, in addition to their regular hourly rate, receive double their hourly rate for the first eight (8) hours worked during that shift (i.e. triple time), and two and one-half (2 ½) times his regular rate (i.e. triple time and one-half) for all hours worked in excess of eight (8) hours.

- (c) The foregoing provision of (b) shall not apply when an employee does not work his regular shift containing hours either at the start or the end of the General Holiday.
- (d) Employees who are available for work but who have been laid off within fourteen (14) calendar days prior to a General Holiday or have been recalled to work within fourteen (14) calendar days after a General Holiday shall be entitled to the Holiday with pay, except in the case of Christmas Day, Boxing Day and New Year's Day the fourteen (14) days shall be increased to thirty (30) days.
- (e) The day of the General Holiday shall be that as declared by the Federal or Provincial Government and paid for as outlined herein.
- (f) An employee shall be paid for each General Holiday even if it falls on his weekly days off (Saturday or Sunday), or on his annual vacation, or on Jury Duty, Bereavement Leave, or quarantined. The employee shall be given a day off with pay, or an extra day's pay as he chooses.
- (g) Employees will be paid eight (8) hours' pay for General Holidays at the hourly rate under which they earned the major portion of their wages during the preceding week.
- (h) Employees on an authorized leave of absence, other than for reasons set out in (i) herein, shall not be entitled to Holiday pay.
- (i) Each employee who is absent due to (a) illness, (b) non-compensable accident or (c) compensable accident when a General Holiday set out herein occurs, shall be paid a full day's wages for such day based on the rate of pay he was receiving the last day he worked prior to his absence, provided the employee can provide a doctor's certificate if requested.

To provide the full day's wages, the Employer shall make up the difference between the rate received from Weekly Indemnity Benefits or Workers' Compensation Benefits and the rate of pay described above. Eligibility for such General Holiday pay shall continue for fifty-two (52) weeks of absence.

16. SENIORITY

(a) Definitions of Employees

- (1) A Regular Employee is an employee who is on the regular seniority list.
- (2) A Temporary Employee is an employee who is not on the regular seniority list who is brought in to backfill a regular employee who is away from work and will not be covered by Article 18(a)(3) the 75/25 provision; however, will be included for the purpose of calculating the 75/25 provision unless they are used as a replacement worker.

(3) A Replacement Worker is an employee who is on the regular seniority list who is laid off or a temporary employee who is brought in, exempted from the 75/25 work guarantee, to backfill an employee who is scheduled to work under the 75/25 work guarantee but is away from work.

(b) There shall be two (2) Seniority Lists as follows:

- (1) Regular Employees
- (2) Security Guards
 - i. Full Time
 - ii. Relief/On Call

Relief/On Call security guards will be used to cover shifts that become available due to absence for any reason, or to cover any odd shift that does not fall into a regular work week of one of the full time guards.

Relief/On Call security guards will be offered available shifts based on their original hire date. Original hire dates will be recognized in chronological order for the purpose of determining eligibility for a full time shift when they become available.

(c) All postings will be offered first to the regular employees on the seniority list. Should the posting not be filled by employees currently on the list, the Employer agrees to permit employees, who hold a full time shift as of April 1, 2001, from the Security Guard seniority list to apply for the posting. All Relief/On Call employees, from the Security Guard seniority list, are excluded from applying for postings.

An employee who transfers from one seniority list to the other will be considered a new probationary employee and will be required to complete the probationary period. In the event that the employee is successful, the employee's name will be placed on the new seniority list on the date probation was commenced. In the event that the employee does not successfully complete the probation period he/she may return without loss of seniority to his/her original position.

Employees will not be entitled to switch from one seniority list to another for any other purpose.

In the event that a posting is not filled in the foregoing manner, the Employer may hire from the temporary employee complement.

Employees changing to the other seniority list will maintain company seniority for purpose of vacations.

(d) In the event the Company opens or establishes a new location all employees covered by this agreement will have full bumping and seniority rights at the new location in accordance with all provisions of this agreement.

(e) Posting Procedures

All new jobs and vacancies shall be promptly posted for seven (7) calendar days on the Bulletin Board(s). The Employer shall designate the successful bidder on the original posting notice within ten (10) days of the posting being taken down.

The principle of seniority shall prevail on each seniority list in the filling of postings, provided that the employee is competent and capable to perform the job.

Job postings and classifications shall be shift specific, employees shall only have rights to the classification on the shift they posted to.

Job postings on the fourth (4th) shift, (Sunday to Thursday), shall be for work on the Sunday only. The Monday, Tuesday, Wednesday and Thursday work assignments for the fourth (4th) shift shall be assigned in accordance with seniority across all shifts and employees will be paid at the rate of the job they are performing. The posting requirements under Temporary Jobs in Article 16(g) will not apply to the above.

(f) Temporary Appointments

The Employer may make temporary appointments during the posting and selection period. The temporary appointment will end no later than the expiration of the trial period for the successful bidder, and the employee who was temporarily appointed shall return to his regular position.

(g) Temporary Jobs

Employees may be placed in temporary jobs in accordance with Seniority, but should such jobs extend beyond two (2) months, regular job postings will take place in accordance with this Article. The two (2) month time limit may be extended by agreement of the Parties.

(h) Temporary Postings

If the Employer decides to fill a temporary vacancy due to an employee's absence on Workers' Compensation, weekly indemnity, or other approved leave of absence and the temporary vacancy is expected to be for two (2) months or more in duration, it shall be posted as a temporary posting in accordance with the posting procedure outlined above.

If the Employer decides to fill a temporary vacancy that is less than two (2) months in duration, it may be filled by temporary appointment or by temporary posting, in accordance with seniority.

If there is a need to reduce the number of employees within a department, employees temporarily posted or appointed into that department will be

displaced by seniority prior to permanently posted employees. It is understood that such employees will be displaced back to their original posting by seniority.

(i) Trial Period

The successful bidder on a posting will have ten (10) working days within the job to make his/her mind up to either stay or return to their original posting.

(j) Eligibility for Postings

All employees shall be entitled to submit a bid on a posted job within their seniority list, as per Article 16(b).

Employees absent on vacation, weekly indemnity, Workers' Compensation, or any other authorized leave of absence shall be entitled to bid on postings within five (5) working days of their return to employment, provided that such return is within four (4) months of the date of the posting.

An employee who applies for a posted job and is the successful bidder shall not again apply for another posted job for a period of three (3) months. This will not apply where such jobs have a higher rate of pay, where the job for which the employee successfully bid no longer exists, or where an employee is in a temporary posting and a permanent job is posted.

Once an employee chooses to return to their original classification during their trial period, the employee cannot repost into the same classification for a period of four (4) months. This will not apply should an additional posting appear within a period of two (2) weeks after the original posting.

- (k) If a decision is made to institute an additional permanent second (2nd), third (3rd) or fourth (4th) shift, the posting procedures outlined in 16(e) shall prevail. The employee(s) successfully bidding for such position will no longer have any claim on their original position, unless there is a change in the decision to institute the additional shift within a two (2) month period.

Where a temporary second (2nd) or third (3rd) shift is required for a period of less than two (2) months, the positions will be filled following the provisions under Temporary Jobs in Article 16(g). The provision for the implementation of the fourth (4th) shift will as stated in Article 18(a)(2).

- (l) In the event of a layoff the last employee hired shall be the first laid off subject to the competence of the employees remaining to perform the work and subject to the laid off employee's right to fill, if qualified and competent, any vacant position. Laid off employees shall be rehired in the order of their seniority. Employees shall be permitted to voluntarily change their shift to avoid layoff without eight (8) hours elapsed time between shifts providing they have the seniority to do so. Employees shall not be entitled to change their shift to top up their hours by extending their work week (for example,

by moving from Monday – Friday Day shift to Tuesday – Saturday Day Shift).

- (m) An employee's name shall be stricken from the seniority list and the Employer shall be under no further obligation to the employee if the employee:
- (1) Voluntarily terminates.
 - (2) Is discharged for proper cause.
 - (3) While on layoff fails to report for work within five (5) working days after being recalled by registered mail at the last address provided to the Employer by the employee.
 - (4) Is on layoff as per recall rights as per (n) below.
 - (5) Employees absent for a period of five (5) working days, without notification to the Employer and/or without a reasonable cause.
 - (6) In any instance where any employee accepts other employment, when off through illness or accident, his/her employment may be terminated.
- (n) All newly hired employees except temporary employees shall be considered as probationary employees for the first thirty (30) days worked within six (6) months.

Upon successful completion of the probationary period, an employee is entitled to recall rights of three (3) months during the first year of employment, six (6) months following the completion of the first year of employment, and twenty-four (24) months upon completion of the second year of employment. All active employees on the seniority list as of September 7, 2011 are entitled to recall rights of twenty-four (24) months. A year of employment shall mean from anniversary date to anniversary date for the purpose of recall.

Temporary employees may be used at the Employer's discretion for replacement of employees off on vacation and WCB. Temporary employees can be used only in the classification of Yard Worker/Locator/Car Cleaner within regular and overtime. Temporary employees will receive the rate of pay for the job being performed without benefits and will receive pay of 4% of gross earnings on each pay cheque in lieu of vacation pay. Temporary employees will not be used while regular employees are on lay off, will not be considered probationary and will not accumulate seniority. Temporary employees will not be covered by Article 18(a)(3) the 75/25 provision; however, will be included for the purpose of calculating the 75/25 provision unless they are used as a replacement worker.

To allow more employees to schedule vacation during the peak vacation period from May 15th through Labour Day and the week before Christmas up to and including the week coinciding with or after New Year's Day, temporary employees may be used at the Employer's discretion for

replacement of employees in all classifications when these employees are off on vacation, WCB, and other approved leaves of absence.

Temporary employees will be offered shifts, awarded overtime and be offered regular employee status based on their original start date. Start dates will be recognized in chronological order for the purposes of determining eligibility for overtime and hiring. A Temporary worker staffing plan will be provided, in advance, to a shop steward for review.

Regular employees who are qualified to work in a classification with the same or higher rate as their posted classification will have priority over temporary employees to work in such classifications during their regular work week, and regular employees will have priority over temporary employees for training to provide vacation relief in such other classifications during their regular work week.

- (o) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position with the Employer which is beyond the sphere of the bargaining unit, he shall retain and accumulate his Seniority for a maximum of ninety (90) calendar days within the former unit. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit.

Not later than on the ninetieth (90th) calendar day of this period, the employee must exercise his seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a maximum period of one hundred and eighty (180) calendar days prior to exercising such privilege again.

- (p) When reductions in classifications are required, those employees affected shall retain rights to the classification for a minimum of ninety (90) working days from the time of the reduction. When there is declassification in any department, the employees who are relief would also be declassified. Only after the ninety (90) days can the Company post for relief again. When reductions are required the Union shall be advised as to the amounts and reasons. When a position is declassified the employee(s) affected may bump once into a junior position which she/he is competent and capable of performing.

17. NEW EQUIPMENT OR CLASSIFICATION, TECHNOLOGICAL CHANGE

- (a) Where new types of equipment or new classifications, for which rates of pay are not established by this Agreement, are put into use, such rates shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment or classification is put into use. Should the parties fail to agree on such rates the matter may be referred to the Grievance Procedure by either party.

(b) Technological and Mechanical Changes:

- (1) **Definition** - Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used within the bargaining unit and the use of which results in the termination or the laying off of regular employees.
- (2) **Recognition by Parties** - All parties to this Agreement recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further, that all Parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

(c) Prior Notification - The Employer shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological or mechanical changes and the matter shall immediately become the topic of general discussion and consultation between the Employer and the Union, and particularly in regard to:

- (1) The affect such changes will have on the number of employees within the bargaining unit.
- (2) The probable affect on working conditions.
- (3) Any changes in job classification.

(d) Dislocated Employees - In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of employees, such reductions, demotions or promotions shall be done in accordance with the provision of Article 16, Seniority, as contained herein.**(e) Re-Training and Upgrading** - The parties jointly and individually will undertake with the assistance of Canada Manpower and through recognized Provincial or local adult training programmes, if necessary, to retrain and upgrade regular employees to enable them to become qualified and capable of performing new jobs resulting from or created by the technological or mechanical changes. The Employer will endeavour to establish an apprenticeship program in accordance with current Apprenticeship Board requirements.**18. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) The following hours of work shall apply to all employees except security guards.
 - (1) The regular work day shall be eight (8) hours, excluding one-half (½) hour for lunch. No employee shall be compelled to take his lunch period before he has been on duty three and one-half (3 ½) hours or after he has been on duty five (5) hours.

Shifts will be as follows:

First (1 st) Shift	-	Monday – Friday Day Shift
Second (2 nd) Shift	-	Monday – Friday Afternoon Shift
Third (3 rd) Shift	-	Tuesday – Saturday Day Shift
Fourth (4 th) Shift	-	Sunday – Thursday Day Shift

Normal starting times of all day shifts shall be between 6:00 A.M. and 9:00 A.M. The second shift will commence anytime between 10:00 A.M. and 4:00 P.M. The work week shall commence at 00:01 hours on Sunday.

- (2) The regular work week shall be five (5) consecutive eight (8) hour days, either Monday to Friday inclusive, or Tuesday to Saturday inclusive, with Saturday and Sunday or Sunday and Monday, respectively, as rest days. Except where a job is eliminated an employee's regular work week shall not be changed unless the employee is given one (1) week's prior notice.

The Parties agree to the implementation of a fourth (4th) shift (Sunday to Thursday), with Friday and Saturday inclusive as rest days, when a minimum of one hundred and forty (140) employees from the regular employee seniority list are working on the first (1st), second (2nd) and third (3rd) shifts. At the time that the Sunday to Thursday shift is implemented, jobs on that shift will be posted for Sunday only. No employees hired prior to September 7th, 2011 will be forced to the Sunday to Thursday shift.

A minimum of one hundred and forty (140) employees, with seventy (70) of such employees posted and working on the first (1st) shift (Monday to Friday Day), must be maintained for the Employer to continue to operate the fourth (4th) shift (Sunday to Thursday). However, in the event of a layoff below one hundred and forty (140) employees, ten percent (10%) of those employees working that day, if their seniority allows, may remain on the shift for as long as it is required by the Employer.

Working, for the purpose of this clause only, includes vacation, WCB and WI and any other authorized leave or absence, but does not include employees working as Replacement Workers.

- (3) The most senior seventy-five percent (75%) of the regular employees who work during a specific week shall be guaranteed the equivalent of forty (40) hours' wages for that work week.

The remaining twenty-five percent (25%) of the regular employees who work during a specific week shall be guaranteed the equivalent of twenty-four (24) hours' wages for that work week.

Employees who have been granted time off or gone home sick will receive pay for only those hours worked. If a replacement worker is used to fill a vacancy created due to sickness, weekly indemnity, WCB, or employee requested time off (paid or unpaid) after the week has started, his pay will be only for the time worked in the classification and not necessarily guaranteed forty (40) hours or twenty-four (24) hours.

- (4) Overtime worked on a regular day shall be double time.

Overtime worked on a regular day off shall be four (4) hours guaranteed, and all time worked shall be at double time.

All overtime will be paid at the rate of the job being performed, (e.g. rail loading on overtime will receive rail loading rate), except where Article 18(d) applies.

- (5) All overtime shall be voluntary and on a strict seniority basis provided the senior employee is capable of performing the work available.

Overtime rates shall apply until an employee has had no less than eight (8) hours off duty. No employee shall be permitted to start work on their own accord until eight (8) hours has elapsed, except where an employee changes shifts at his/her request or by reason of seniority.

- (6) When an employee is requested to work overtime in excess of two (2) hours beyond the regular work day the employee shall be entitled to paid time off, not in excess of one-half (1/2) hour, for the purpose of eating and such lunch period shall be as designated by the Employer. In addition to the paid meal break, the employee shall receive a five dollar (\$5.00) meal allowance.

- (b) All employees shall be entitled to one (1) rest break of fifteen (15) minutes during both the first (1st) and second (2nd) half of any shift. If overtime is scheduled in excess of one (1) hour, a fifteen (15) minute rest break will be taken at the end of the regular shift and for each two (2) hour period thereafter, except for the period in which the lunch break is taken as described above.
- (c) The Employer shall install a system of time cards for the accurate recording of each employee's time and pay will be made accordingly.
- (d) When an employee from a lower rated classification is requested and assigned, by the Employer, to work in a higher rated classification for less than four (4) hours, the employee shall be paid at the higher rate for all time worked up to four (4) hours, if the employee works in the higher rated classification for four (4) or more hours, then the entire shift shall be paid at the higher rate of pay. This will also apply to work performed on overtime.

Employees placed in a lower classification for the Employer's convenience shall continue to be paid at their regular classified rate of pay.

- (e) Employees shall be notified no later than midnight of the day previous to their not being required for duty. In the event that an incident should occur that is totally beyond the control of the Employer and that lessens the anticipated work force on that particular day (i.e. poor weather conditions, power outages, rail problems, or third party strikes, etc.) the Employer reserves the right to contact the employee, prior to his leaving for work, to inform him that his services for that day are not needed as a result of the said conditions. If the Employer cannot reach an employee, and if the said employee does, in fact, reach the Employer's premises, the Employer shall guarantee that employee two (2) hours' wages at his applicable rate for travel time. The foregoing shall not have the effect of denying eligible regular employees the benefit of the weekly guarantee as contained in (3) of this Article.

Employees who are absent through illness or injury for one (1) day or more must advise the Employer no later than 3:00 P.M. on the working day prior to their being available for work or the Employer will not be obligated to work such employees until proper notice is given by said employees. Such notice must be phoned in to the call in/call back message line (or other notification method) as established and operated by the employer, at no cost to the employee.

- (f) Any employee who commences work at the normal starting time for each shift shall always be guaranteed eight (8) hours' pay except in cases of temporary book-off. There shall be no split shifts.
- (g) At the end of every calendar year the employee will inform the Employer of how they prefer their overtime, banked or paid out. Once this has been done, it will be the employee's choice to change their overtime election option once a year provided the request is received by the Payroll Department one (1) week before the payroll cutoff date. It will also be at the employee's discretion to request a payout of no less than fifty percent (50%) of banked hours provided proper written notice is received by the Payroll Department one (1) week before payroll cutoff. Employees will be allowed to exercise this option twice a calendar year. All banked hours will be paid out at the end of each calendar year.

Employees will received banked time off and payment for that time off from their overtime bank only when the time has been mutually agreed to in advance. Banked time cannot be used for unscheduled time off. Employees must apply in writing, by noon on the Friday before the next scheduled pay day, in increments of not less than four (4) hours pay.

Example of banked hours:

One (1) hour at 1 ½ times	=	1 ½ hours banked
One (1) hour at double time	=	2 hours banked

19. COMPENSATION COVERAGE

When a regular employee is injured at work and goes on Compensation, he shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll.

The Employer will accommodate the employee as much as possible as per the WCB regulations.

20. SAFETY AND HEALTH

- (a) The Employer shall provide the opportunity for up to five (5) employees to obtain and practice as part time First-Aid Attendants. – there shall be two (2) employees on the first (1st) shift (Monday – Friday Day), and one (1) on each of the other shifts.

These opportunities shall be posted when a vacancy occurs, or two (2) months prior to the expiration of an existing posted First-Aid Attendant's certification. The First-Aid Attendant posting is held by shift and may not be carried over to another shift if a First-Aid Attendant voluntarily changes their shift, unless a layoff situation occurs and then Article 16(l) shall apply.

The First-Aid Attendant posting will be awarded by seniority from within the bargaining unit. If after the posting process no First-Aid Attendant position from the bargaining unit is awarded, persons from outside the bargaining unit may be appointed to this position. If the First-Aid Attendant is appointed from outside the bargaining unit, postings shall take place at least annually in order to determine if one of the bargaining unit employees wishes to take the training.

The Employer will prepay the cost of the formal training and pay the employee at his/her regular rate of pay while the employee is attending the training. If the employee does not successfully complete the course, the employee will reimburse the Employer for the formal training cost. If the employee is unsuccessful, he/she will be allowed one unpaid day for re-testing. If the employee passes the exam, the employee will be reimbursed the exam fee.

When a qualified First-Aid Attendant from the bargaining unit is required on the job site, he/she may work out of his normal seniority standing.

First-Aid Attendants will be granted a pay differential in addition to their regular hourly rate of eighty cents (80¢) per hour.

The Company agrees to post names of First-Aid Attendants for the information of employees.

Further, the Company undertakes to arrange for Security Personnel to make checks of the Warehouse, Body Shop and Night Mechanic after normal working hours where those employees might be working alone.

- (b) The Employer will provide, without cost to the employee, any equipment that is required under the Workers' Compensation Board regulations, however, the cost of any Workers' Compensation Board required apparel shall be subject to negotiations.
- (c) Any employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the First-Aid Attendant immediately, or as soon thereafter as practical, and a complete record of all such cases must be kept by the First-Aid Attendant.
- (d) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the safety of any person working therein shall have the responsibility to speak to his superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.
- (e) In the event of an employee becoming ill during his shift, the employee shall report directly to the supervisor or foreman stating his illness, and if the employee wishes to go home or to a doctor due to such illness, permission to do so will be granted by the supervisor.
- (f) Rail Loaders and Shop Workers shall be supplied, upon request, with one set of ear protectors of the type that cover total ears. The set of ear protectors will be replaced to those employees who turn in their worn set of protectors. Employees will be responsible for their own ear protectors, and if lost, will pay the full cost of replacements.

21. KEEP PROPER RECORDS

Each employee shall, subject to the control of the Employer, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Employer insofar as the same comes under his jurisdiction and shall serve the Employer diligently and according to the best of his ability in all respects, and account for all monies collected on behalf of the Employer.

22. PERFORMANCE OF DUTY

Each employee, while on duty, shall devote the whole of his time, attention and energies to the performance of his duties, and shall not during the term of his employment at any time, alone, in partnership or in association, be connected with or concerned in any other business competitive with the Employer's business unless written authorization is first obtained from the Employer.

23. INSPECTION PRIVILEGES

Authorized Agents of the Union, after informing the Employer's designee, shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The Union agrees that there will be no disruption of work or the Employer's business by exercising the rights of this Clause. The processing of legitimate grievances will not be considered a disruption of work.

24. UNION LABEL

It shall not be a violation of this Agreement for an employee to post the Teamsters' Union Label in a conspicuous place on the vehicle or equipment he is operating, providing that he receives the Employer's permission as to the size and location of the said Union Label.

25. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in the Grievance Procedure.

26. WAGES AND CLASSIFICATIONS

**HOURLY RATES OF PAY
EFFECTIVE DATES**

CLASSIFICATIONS	Apr 1/10	Apr 1/11	Apr 1/12	Apr 1/13
Foreman -Tradesman	\$33.11	\$33.11	\$33.77	\$34.87
Mechanic Tradesperson	\$31.33	\$31.33	\$31.96	\$33.00
Bodyman Tradesperson	\$31.33	\$31.33	\$31.96	\$33.00
Painter Tradesperson	\$31.33	\$31.33	\$31.96	\$33.00

**HOURLY RATES OF PAY
EFFECTIVE DATES**

CLASSIFICATIONS	Apr 1/10	Apr 1/11	Apr 1/12	Apr 1/13
Working Foreman	\$31.07	\$31.07	\$31.69	\$32.72
Rail Lead Hand	\$30.10	\$30.10	\$30.70	\$31.70
Yard Lead Hand	\$30.09	\$30.09	\$30.69	\$31.69
Lead Hand – Trim Shop	\$30.09	\$30.09	\$30.69	\$31.69
Mechanic’s Helper	\$28.72	\$28.72	\$29.29	\$30.24
Maintenance Personnel	\$28.72	\$28.72	\$29.29	\$30.24
Rail Car Loader	\$28.72	\$28.72	\$29.29	\$30.24
Gasser	\$28.34	\$28.34	\$28.91	\$29.85
Surveyor	\$28.34	\$28.34	\$28.91	\$29.85
Specialist	\$28.10	\$28.10	\$28.66	\$29.59
Rustproof/Dewaxer	\$27.82	\$27.82	\$28.38	\$29.30
Warehouse Person	\$26.80	\$26.80	\$27.34	\$28.23
Taggers	\$26.56	\$26.56	\$27.09	\$27.97
Tri Drivers	\$26.56	\$26.56	\$27.09	\$27.97
Polishers – Parts Installer	\$26.43	\$26.43	\$26.96	\$27.84
Trim & Decal Applicators	\$26.08	\$26.08	\$26.60	\$27.46
Yard Worker/Locator/ Car Cleaner	\$25.32	\$25.32	\$25.83	\$26.67
Sanders - 1 st – 3 Months	\$24.90	\$24.90	\$25.40	\$26.23
Sanders - 2 nd – 3 Months	\$25.67	\$25.67	\$26.18	\$27.03
Sanders Thereafter	\$26.14	\$26.14	\$26.66	\$27.53

**HOURLY RATES OF PAY
EFFECTIVE DATES**

CLASSIFICATIONS	Apr 1/10	Apr 1/11	Apr 1/12	Apr 1/13
Grandfathered Security Guards	\$23.21	\$23.21	\$23.67	\$24.44
Security Guards	\$15.58	\$16.08	\$16.76	\$17.30

New starting hourly rates of pay for employees hired after March 31st, 2006 will be seventeen percent (17%) lower than the current rate for that classification on the date the employee is hired, with equalization within three (3) years of hire date as follows:

Upon completion of one (1) year of service - seven percent (7%) progression
 Upon completion of two (2) years of service - five percent (5%) progression
 Upon completion of three (3) years of service - five percent (5%) progression

Starting rates for new employees hired after March 31, 2006

CLASSIFICATIONS	Apr 1/10	Apr 1/11	Apr 1/12	Apr 1/13
Working Foreman	\$25.79	\$25.79	\$26.30	\$27.16
Rail Lead Hand	\$24.98	\$24.98	\$25.48	\$26.31
Yard Lead Hand	\$24.97	\$24.97	\$25.47	\$26.30
Lead Hand Trim Shop	\$24.97	\$24.97	\$25.47	\$26.30
Mechanic's Helper	\$23.84	\$23.84	\$24.31	\$25.10
Maintenance Personnel	\$23.84	\$23.84	\$24.31	\$25.10
Rail Car Loader	\$23.84	\$23.84	\$24.31	\$25.10
Gasser	\$23.52	\$23.52	\$24.00	\$24.78
Surveyor	\$23.52	\$23.52	\$24.00	\$24.78
Specialist	\$23.32	\$23.32	\$23.79	\$24.56
Rustproof/Dewaxer	\$23.09	\$23.09	\$23.55	\$24.32
Warehouse Person	\$22.24	\$22.24	\$22.69	\$23.43
Taggers	\$22.04	\$22.04	\$22.48	\$23.22
Tri Drivers	\$22.04	\$22.04	\$22.48	\$23.22

**HOURLY RATES OF PAY
EFFECTIVE DATES**

CLASSIFICATIONS	Apr 1/10	Apr 1/11	Apr 1/12	Apr 1/13
Polishers-Parts Installer	\$21.94	\$21.94	\$22.38	\$23.11
Trim & Decal Applicators	\$21.65	\$21.65	\$22.08	\$22.79
Yard Worker/Locator/ Car Cleaner	\$21.02	\$21.02	\$21.44	\$22.14
Sanders - 1 st – 3 Months	\$20.67	\$20.67	\$21.08	\$21.77
Sanders - 2 nd – 3 Months	\$21.31	\$21.31	\$21.73	\$22.43
Sanders Thereafter	\$21.70	\$21.70	\$22.13	\$22.85

Note: Tradesmen and Security Guards are exempt.

- (a) A premium of nine (9) regular hours pay for eight (8) hours worked shall be paid for the regular work day on any afternoon shifts.

Any employee who is unable to work the full eight (8) hours will be entitled to the shift differential premium based on the hours worked. Example: four (4) hours worked = shift differential for four (4) hours.

- (b) Employees hired prior to September 7th, 2011 who voluntarily post to the Sunday – Thursday shift will receive shift differential of \$3.40 for each hour worked on Sunday only.
- (c) Employees working in waxing tents shall receive Dewaxing rate.
- (d) When a Foreman or Lead Hand is absent and an employee is assigned to act as Foreman/Lead Hand, he shall be paid the Foreman/Lead Hand rate. Where no such assignment is made, the Company shall consult with the Shop Stewards to advise them with respect to supervisory responsibilities within the yard.
- (e) When “Throw-Ins” are being done in the yard, they will be done by people who are posted Warehouse Persons or posted Yard workers and will be paid the Warehouse Person rate while performing the task of “throw-ins” in the yard upon ratification.
- (f) All Employees will be entitled to remain in their classifications by seniority if work is required in their classification. However, employees may be required to remain in their classification, or may be moved to a different classification, if there is no junior employee that is capable of performing the work that is required. If no work is required in an employee’s classification

he/she may be assigned to another classification based on the principles of seniority as per past practice.

(g) Security Guards

Security Guards on staff as at January 1st, 1997 are grandfathered at the rate indicated in the Wage Matrix and shall be entitled to a choice of shifts based on seniority.

27. TOOL ALLOWANCE

Allowances for tools will be provided to employees upon reaching six hundred (600) hours within a twelve (12) month period (anniversary date to anniversary date). Employees not attaining six hundred (600) hours within this period will receive a pro-rated amount based on the number of hours worked. The Employer shall pay to each posted Mechanic, Bodyman and Maintenance Foreman once a year an allowance of two hundred and seventy-five dollars (\$275.00).

This shall also apply to a tradesperson, not posted to a trades classification, who is responsible for having their own set of tools available at the worksite to perform work as assigned by the company. If an employee is assigned to or works less than six hundred (600) hours as a tradesperson anniversary date to anniversary date, a pro-rated amount of the two hundred and seventy-five dollars (\$275.00) allowance will be paid based on the number of hours worked or a minimum of one hundred dollars (\$100.00).

The Employer will pay for the calibration of pre-recognized torque measurement tools that are required in order to be in compliance with ISO standards, to a maximum of two (2) torque measurement tools per posted Mechanic, Bodyman, Maintenance Foreman and Personnel not to exceed once per year (certification date to certification date).

28. JURY DUTY, BEREAVEMENT AND INJURY PAY

- (a) **Jury Duty:** All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings arising out of his employment, or in completing driver's tests or doctor's examinations in connection therewith or being subpoenaed as a witness at a trial shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practical. All Jury Duty pay or witness fees received by the employee from the Courts shall be reimbursed to the Employer.

Notwithstanding the foregoing, this clause will have no application for an employee on leave of absence, or when receiving benefits under the Health and Welfare Plan, Workers' Compensation or on a General Holiday or a day observed as a General Holiday, nor if the employee is a witness in any proceedings or litigation where the Employer is a defendant unless the employee is called to testify by the Employer.

- (b) **Bereavement:** When death occurs to a member of a regular full time employee's immediate family, the employee will be granted upon request, an appropriate leave of absence and he shall be compensated at his regular straight time rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral and the day after the funeral, for a maximum of three (3) days. When a death occurs outside of the province to a member of an employee's immediate family, they will be allowed an additional two (2) unpaid days for travel.

Members of the employee's family are defined as the employee's spouse (includes common law, same or opposite sex), mother, father, sons and daughters, brothers and sisters, mother-in-law and father-in-law (common law spouse's parents included) and grandchildren.

Employees shall be granted one (1) day off with pay for brothers and sisters-in-law and grandmother and grandfather to attend the funeral and two (2) additional days off without pay for travel.

In case of death occurring to the members of the employee's family, while such employee is on paid time off he shall receive bereavement pay.

In the case of a death of a fellow worker, employees desiring to attend the funeral shall be granted sufficient time off to attend the funeral, to include travel time to and from.

- (c) **Injury Pay:** When an employee meets with an accident at work, he/she shall be paid a full day's wages for the day of the accident provided that he/she be absent from work for the balance of the day or longer for the purpose of hospitalization and/or attending a physician on the instructions of a qualified First-Aid Attendant provided he/she does not receive payment from the WCB for the balance of that day.

29. MEDICAL EXAMINATIONS

- (a) Any medical examination requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- (1) If a medical is required to be taken during working hours, such time shall be paid for at the regular rates of pay. Where they are required outside of normal working hours or on a Saturday, the employee shall receive at least three (3) days advance notice and one (1) hour's pay at straight time rates.
 - (2) In all cases, employees shall be supplied a copy of the medical report.
- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
- (1) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
 - (2) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (3) The findings of the consultant shall be final and binding upon all parties.
 - (4) The remuneration of the consultant shall be borne equally by the Employer and the Union.
 - (5) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

30. HEALTH AND WELFARE PLAN

- (a) Effective April 1st, 2010, the Employer agrees to continue participation in the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue and/or commence contributions to the Plan and Fund on the following basis:
- (1) from the effective date for all employees who have completed the requirements set forth in (2) below; as of the effective date;
 - (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date:

- (i) from the first (1st) day of the month next following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits except Dental;
- (ii) from the first (1st) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to Dental benefits;
- (iii) from the date of employment for all benefits for any employee subject to the transfer provisions of the Plan.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

Medical Services Plan of B.C.	Payment of premiums for coverage at such rates as may be established from time to time by the B.C. Government which has not opted out.
Group Term Life Insurance	\$50,000.00.
Accidental Death and Dismemberment Insurance	An amount equal to the Group Term Life Insurance.
Weekly Indemnity Benefits	66 2/3% of weekly salary. Benefits to be paid on a first (1 st) day accident, fourth (4th) day sickness, 52 week duration basis (1/4/52) up to \$20.00 per week above the E.I. maximum.
Long Term Disability Benefit	75% of monthly salary to a maximum of \$1,200.00.

Dental Benefit	Basic (Part A) - 100% coverage Major Restorative (Part B) - 75% coverage Orthodontic (Part C) - 50% coverage
Extended Health Care Benefit	No deductible, 100% reimbursement with vision care to a maximum \$300.00 once every two years and eye exam to a maximum of \$75.00 once every two years.
Prepaid Prescription Programme	No deductible.

- (b) However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
- (c) The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan by the tenth (10th) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan.
- (d) The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.
- (e) For employees who become laid off, the Employer shall remit contributions required to maintain the Medical Services Plan of B.C. coverage, Extended Health Care Benefit, Prepaid Prescription Drug Benefit if applicable, and the Group Term Life Insurance Benefits. This lay-off provision shall take effect on the first (1st) day of the month following the month in which the employee was laid off and shall continue during the lay-off but for a maximum period of three (3) months.
- (f) The full cost of the Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer.
- (g) **Sick Leave**

Employees shall receive regular day wages for the first three (3) working days of any illness provided that employees receive Weekly Indemnity benefits. The payment of such sick leave will be limited to two (2) times per year, but will not include any days for which an employee receives Weekly Indemnity payment.
- (h) The Company will provide an Employee Assistance Program for employees.

31. PENSION PLAN

- (a) The Employer agrees to make payments to the Teamsters Canadian Pension Trust Fund and Plan for each employee working in job classifications covered by the collective bargaining agreement equal to eleven percent (11%) of his gross earnings received from the Employer retroactive to and including April 1, 2010. Effective April 1, 2011 the Employer agrees to increase contributions to fourteen percent (14%) retroactive to and including April 1, 2011. Effective April 1, 2012 the Employer agrees to increase contributions to fifteen percent (15%).
- (b) The Employer agrees to be bound by all of the terms, conditions and provisions of Agreement and Declaration of Trust under which the Teamsters Canadian Pension Trust Fund and Plan is established and to carry out all of the duties and responsibilities of an Employer under such Agreement and Declaration of Trust, including as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Teamsters Canadian Pension Trust Fund and Plan.
- (c) It is understood that contributions shall be payable in respect to the gross earnings of employees from the first (1st) day of employment whether said employees are permanent, temporary or seasonal or full time or part time employees and regardless of whether or not they are members of the Union. It is understood that gross earnings shall mean all amounts paid to an employee which are reported as earnings to the employee on a T-4 slip (or equivalent form should the designation of this form be changed) but shall not include amounts included as earnings on the T-4 slip which are taxable benefits.
- (d) Contributions along with a list of employees for whom they have been made, the amount of gross earnings and the contributions in respect to the gross earnings for each employee shall be forwarded by the Employer to the Trust Company or other financial institution acting as custodian of the assets of the Teamsters Canadian Pension Trust Fund and Plan and shall do so not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period.
- (e) Each Employer shall permit upon the request of the Union or the Trustee's, an auditor employed by either the Union or the Trustees, to carry out an audit of the Employer's accounting and other records to ensure that the Employer is paying the Trustees all contributions due under the terms of the collective agreement.
- (f) The Employer shall also complete such forms and provide such information as the Trustees and Administrator of the Teamsters Canadian Pension Plan require from time to time in the administration and operation of the Plan.

- (g) It is understood that:
- (1) Under the Teamsters Canadian Pension Trust Fund and Plan the Employer is not liable to guarantee the benefits payable thereunder or assure the solvency of the Fund beyond the payment of contributions due pursuant to the collective agreement.
 - (2) The Teamsters Canadian Pension Trust Fund and Plan is or will be registered under the provisions of the Income Tax Act of Canada and any other applicable Federal or Provincial law respecting employee pension plans.

32. HEADINGS

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

33. EMPLOYER'S RIGHTS

Subject to the terms of this Agreement, the Union recognizes that it is the function of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) To discharge or suspend for proper cause.
- (c) To direct or transfer employees from one classification to another and to move employees from one location to another for reason.
- (d) To increase and decrease the working forces.
- (e) To make and alter from time to time non-discriminatory rules and regulations to be complied with by the employees, a copy of which shall be given to each employee and to the Union.

34. RETROACTIVE PAY

35. SHOP STEWARDS

- (a) The Employer agrees to recognize a maximum of three (3) Stewards; elected or appointed by the Union from among the employees. If a fourth shift is instituted, the Employer agrees to recognize one (1) additional Steward. If the active employee seniority list reaches 200 employees at the existing location, an additional Steward will be added. If a new location is added, an additional two (2) more Stewards will be added at that location. There shall be no discrimination against the Shop Stewards for lawful Union activities.

- (b) The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Stewards shall report to the Union Officers any violations of this Agreement.
- (c) The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees and hereby recognizes the power to appoint and removal thereof is solely vested with the Union.
- (d) When the Employer finds it necessary to discharge a Shop Steward, the Union shall be notified prior to such discharge.

36. SEVERANCE PAY

- (a) Full time employees with one (1) or more years of service whose employment is terminated (other than for reasons in (b) below) shall be entitled to severance pay at the rate of one (1) week for each year of service with the Company, to a maximum of thirteen (13) weeks, at the rate of pay the employee was receiving on the date of termination.
- (b) The above shall not apply when an employee resigns or is discharged for just cause.
- (c) An employee may accept or request severance pay prior to the expiration of recall rights and provisions in (d) apply.
- (d) The payment of severance pay in (c) above will result in the employee's name being struck from the Seniority List.

37. GENDER

Whenever the male gender is used throughout the Articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever the feminine gender is applicable.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this _____ day of _____, 2012.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

For the purpose of this Agreement, Appendix "A" shall determine certain working conditions of the Security Guards.

Security Guards are employees of WWL VEHICLE SERVICES CANADA, LTD., and are part of the Bargaining Unit of WWL VEHICLE SERVICES CANADA, LTD.

1. Article (7) UNIFORMS, shall not apply, but shall be replaced by the following:
 - (a) If the Employer makes it mandatory for employees to wear uniforms, then cost of such uniforms including cleaning shall be borne by the Employer.
 - (b) All employees required to patrol yards, compounds, etc. on foot shall receive, free of charge, rain clothes and rubber boots.
 - (c) Each employee shall receive a payment of seventy-five dollars (\$75.00) annually towards the purchase of safety shoes, should the Workers' Compensation Board require the wearing of shoes by Security Guards.

2. Article (14) ANNUAL VACATIONS
 - (a) Full-time Security Guards shall receive vacation as per Article 14.
 - (b) A Relief/On Call security guard shall receive a percentage of gross earnings on each paycheque in lieu of vacation. The appropriate percentage shall be determined pursuant to Article 14, based on the employee's original date of hire.

3. Article (15) GENERAL HOLIDAYS
 - (a) Floater holidays to be taken in conjunction with regular days off at a time mutually agreed to between the Employer and the employee, and, not necessarily as set out in the Collective Agreement.
 - (b) Employees required to work on a General Holiday shall receive time and one-half (1½) their rate of pay for all hours actually worked, plus General Holiday pay as set out in Article 15(a) of the collective agreement.
 - (c) To qualify for a full eight (8) hours of General Holiday pay, Relief/On Call Security Guards who have met the requirements of Article 15(a) must work one hundred and twenty (120) hours in the two (2) months prior to a General Holiday. Relief/On Call security guards working less than one hundred and twenty (120) hours in the two (2) months prior to a General Holiday shall not receive General Holiday pay, however, if they are required to work on a General Holiday 3(b) above shall apply.

4. Article (18) DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each full time Security Guard shall work and be guaranteed eight (8) hours each day, provided he reports for work at the start of his shift and except in cases of temporary bookoff. Relief/On Call Security Guards who are called into work and commence work shall be paid for the number of hours worked, with a guaranteed minimum of four (4) hours pay. The work week shall be Sunday 00:01 hours to Saturday midnight inclusive. Work guarantees set out in Article 18(a)(3) do not apply to security guards.

Voluntary shift changes must be approved by management in advance. It is understood and agreed that the Employer will not incur additional costs as a result of voluntary shift changes eg: voluntary shift changes will not trigger overtime provisions to the benefit of the volunteering employee(s).

- (b) All hours worked on a regular scheduled day in excess of eight (8) hours shall be paid at double time (2x).
- (c) All time worked on a regularly scheduled day off shall be paid at double time (2x) rates of pay.
- (d) All weekly shifts shall be scheduled two (2) months in advance and a schedule posted on the Notice Board showing the hours of work and no split shifts shall be allowed at any time. To allow Full Time Security Guards to schedule vacation during the vacation scheduling period, all vacancies created by vacation requests will be offered to Relief/On Call Security Guards by seniority.
- (e) The Employer agrees that employees may refuse to work overtime, and that overtime shall be voluntary and shall be distributed by seniority, except where coverage is required during a shift change until relief arrives.
- (f) It is intended that every employee should have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) full hours elapses, he shall be paid at overtime rates of double time for the entire shift that he is called in to work before he has received his full eight (8) hour break. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

5. BENEFITS

The benefit package will be provided to full-time Security Guards with the premiums paid one hundred percent (100%) by the Employer on an elective basis. Employees not requiring the benefit plan will be provided with basic medical coverage.

6. STRIKES, PICKET LINES AND CONDITIONS

The Union agrees that there will be no interference by the Union in job content, duties and responsibilities of Security Guards. The Union recognizes that the Security Guards are an effective arm of Management and, as such, the Security Guards first responsibility is to Management. No disciplinary action will be taken by the Union against any Guard for carrying out his responsibilities to Management.

In the event of a strike involving the Employer's property or operations, the Security Guards will remain on the job for protection of life, limb and property, and maintenance of fire watch on the client's premises.

They will not engage in any work they do not normally do, other than additional functions agreed to by the parties hereto.

7. All other terms and conditions of the Collective Agreement shall apply to Security Guards.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this day of , 2012.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 2

BETWEEN: WWL VEHICLE SERVICES CANADA, LTD.

AND: TEAMSTERS LOCAL UNION No. 213

TRAINING

In order to ensure that the principle of seniority prevails in the event of a layoff, the Company will train employees to perform work in other classifications.

WWL Vehicle Services Canada, Ltd. will post opportunities for training during regular work periods subject to work requirements. Training will be awarded based on seniority.

Employees who have been trained in other classifications may be called from their regular posting to perform other work, subject to work requirements, in classifications for which they have received training.

DATED AT Vancouver, British Columbia, this _____ day of _____, 2012.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 3

BETWEEN: **WWL VEHICLE SERVICES CANADA, LTD.**

AND: **TEAMSTERS LOCAL UNION No. 213**

GENERAL MOTORS DOMESTIC SURVEY

When outside companies are utilized to survey GM domestic products, an equal number of WWL Vehicle Services Canada, Ltd. employees will be used in the survey.

DATED AT Vancouver, British Columbia, this day of , 2012.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 4

BETWEEN: WWL VEHICLE SERVICES CANADA, LTD.

AND: TEAMSTERS LOCAL UNION No. 213

Re: Expedited Arbitration

On a trial basis, for the term of the collective agreement commencing April 1, 2010, the parties agree to the following:

- (1) The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration.
- (2) Those grievances agreed to be suitable for expedited arbitration shall be referred to the Canadian Joint Grievance Panel, Schedule I or, where mutually agreed, Schedule II, pursuant to the Panel's terms of reference.
- (3) The parties shall equally share the costs of the Panel, and shall bear their own costs.
- (4) The Panel shall not have the authority to change the collective agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable.
- (5) All decisions of the Panel are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (6) In the event that the Panel is unable to render a majority decision, the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined in Article 12, or withdraw the grievance.
- (7) This Letter of Understanding shall expire on March 31, 2014, unless extended by mutual agreement of the parties.

DATED AT Vancouver, British Columbia, this day of , 2012.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART
