

COLLECTIVE AGREEMENT

between:

**RAYDON RENTALS LTD.
dba (THE CAT RENTAL STORE)**

(hereinafter called “the Company”)

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LODGE NO. 692**

(hereinafter called “the Union”)

July 1, 2013 to and including June 30, 2016



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COLLECTIVE AGREEMENT

BY AND BETWEEN

RAYDON RENTALS LTD. dba (THE CAT RENTAL STORE)
(hereinafter referred to as the "Company")

AND:

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
(hereinafter referred to as the "Union")

This agreement entered into this 1st day of July, 2013 to and including the 30th day of June, 2016.

WITNESSETH: That in consideration of the mutual covenants and agreements herein set forth, the Parties hereto, and the affected employees are mutually agreed as follows:

GENERAL PURPOSE:

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and generally to promote the mutual interests of the Company and its employees.

The purpose of this agreement is to establish conditions which will result in quality service to our customers. The parties to this agreement are committed to customer service and the success of the company in the market place.

Therefore, the Union accepts responsibility to bind its International and District Officers and Local Representatives to the observance of each and all of the provisions and conditions of this Agreement.

Wherever the masculine is used in this Agreement, it shall be construed as if the feminine had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes hereby rendered necessary have been made.

Article 1 **Bargaining Agency**

1.01 The Company recognizes the Union as the sole bargaining agency for its employees, as duly certified under the Labour Relations Code of British Columbia and Yukon for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions.

- 1.02** The word “employee” as used in and for the purpose of this Agreement shall include all people employed in the Company’s operations and as covered by the Provincial Government Certificates. All present and new full-time and part-time Bargaining Unit employees of the Company shall as a condition of employment become and remain members of the Union. The Company agrees that it will collect appropriate dues and initiation fees as set out according to the union constitution and/or bylaws from employees working under this agreement. Such dues collected from the employees shall be forwarded to the Union no later than the 15th of the month following the month for which they were collected.
- 1.03** The Bargaining Unit employees in a Raydon Rental Ltd. store will comprise of full time, part time and casual store employees, shop employees. Managers, counter supervisors, outside salespersons technical sales support, inside sales and clerical personnel shall be excluded.
- 1.04** The joint goal is to deliver superior customer service. In order to facilitate this goal, non-bargaining unit staff may carry out work normally conducted by bargaining unit staff as required but shall not perform more than fifty (50) percent (based on weekly hours) of bargaining unit work. If bargaining unit personnel are laid off, the non-bargaining unit staff shall not perform more than thirty-three (33) percent (based on weekly hours) any work normally performed by a bargaining unit position. Additional bargaining unit staff shall be hired when the workload requires additional personnel.
- 1.05** The Union shall appoint and the Company shall recognize one (1) Shop Steward per store. Shop Stewards shall be permitted reasonable amounts of time to perform their duties, and shall have access to a telephone. The goal of customer service shall be kept in mind, and Shop Stewards shall endeavor to perform their duties with a minimal amount of disruption in the workplace.
- 1.06** The Business Representatives of the Union shall be permitted reasonable access to the premises, provided that they shall inform the Company prior to meeting with the employees during working hours.

1.07 **No Other Agreement**

No employee shall be required or permitted to sign any document or make a written or oral agreement with the Company or its representatives which may conflict with the terms of this agreement. This excludes any type of document requiring signature to obtain information for safety, training, required statutory employment and benefit forms.

1.08 **Written Correspondence**

The Company shall forward to the Union all written correspondence between the Company and any employee in the bargaining unit pertaining to the interpretation or application of any clause in this Agreement.

1.09 **Notice Board**

A portion of the notice board will be provided for the posting of all official Union notices exclusively, and not to be used for disseminating political propaganda.

Article 2 **Human Rights**

2.01 The Parties agree there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability. The Company and the Union also recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace. Should any dispute arise regarding any of the foregoing, the employee shall be entitled to recourse through the grievance procedure in this Agreement.

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If by reason of 2.01 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

2.02 The parties agree that there shall be no discrimination with the respect to the Canadian Human Rights Act, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee in relation to union membership or activity in the union.

Article 3 **Management Accountability**

3.01 The operation and direction of the work forces at Raydon Rentals Ltd. rests solely with Management. All activities and duties traditionally held by Management will be maintained. Management will consult with the Union and the Employees on matters that affect the Bargaining Unit.

3.02 In the event that the Management, in consultation with the Union, decides to introduce an incentive payment plan to any individual, section, department or branch, the rates herein will continue to be the basic rates payable to employees to whom opportunity is given to earn incentive payments under such a plan. The rates herein will continue to apply to all employees who are not offered opportunity to earn incentive payments, and the Management reserves the right to apply such an incentive plan to any individual, section, department, branch or phase of work.

Article 4 **Seniority**

4.01 The parties hereto recognize that employees are entitled to a measure of job security based on length of service.

It is further mutually recognized, however, that in connection with job security, the skill, efficiency and good conduct of an employee must also be studied as well as seniority standing.

It is agreed that, other things being equal, laying off work and resuming work will be done according to seniority with the Company, in the particular Branch, and Classification in which the employee is engaged.

In the event of layoffs, the principle of last person on, first person off, shall prevail provided the employee is qualified and able to perform the available work in their classification.

The Company, however, agrees that when it is necessary for layoffs to be made, which are not strictly in accordance with the Seniority List, the Shop Steward will be notified if possible, in advance, and will be fully informed on the matter if he/she so requests.

Decisions on layoffs, re-hiring, promotions etc., will be the responsibility of the Company, but it is understood that any dispute arising there-from may be taken up under the Grievance Procedure of this Agreement.

4.02 Bargaining Unit Seniority

When a member of the bargaining unit is transferred within the Company to a position outside the bargaining unit and at a later date is transferred back to the bargaining unit, seniority for the purpose of layoff will be recognized as accumulated time spent in the bargaining unit only. This will apply for up to two (2) years from the date the member left the bargaining unit. After a two (2) year period the employee re-entering the bargaining unit will be deemed to be a new employee with no Union seniority and all articles within the collective agreement will apply as such.

4.03 Recall of employees shall be in reverse order of layoff, provided the employee to be recalled has the ability to perform the available work. Employees shall maintain seniority retention rights for twelve (12) months following their date of layoff. Seniority shall be maintained and accumulated during periods of layoff.

4.04 When an employee is called back from layoff, the Company guarantees that the employee will work for a minimum of one (1) week.

The Company shall make every reasonable effort to contact the most senior employee on layoff:

- a) By phone to the employee's last known phone number. Then, failing contact:
- b) By Registered Mail to the employee's last known address.

If the work available requires recalling an employee for less than forty (40) hours, the affected employee shall be given the option of accepting less than forty (40) hours work or taking a bypass for that particular call. In the case of an out-of-seniority recall, the Shop Steward shall be advised.

If an employee is hired out of seniority as the result of a bypass as shown above, that employee shall remain employed until the specific job he/she was hired to do is complete or forty (40) hours of work is complete, whichever comes first.

The Company shall again contact the senior employee and offer the position to him/her provided the recalled employee can perform the available work.

If the work available is for forty (40) hours of work or more, an employee may only take one (1) bypass to a maximum of ninety (90) days or provisions of Article 4.10 shall prevail.

It shall be the responsibility of the employee to supply to the Company and the Union a current address or convenient contact for purposes of recall.

4.05 In the event of a layoff, non-bargaining unit employees shall not perform bargaining unit work the extent that the non-bargaining unit employee is performing 50% or greater of the laid-off employee's job. Where a non-bargaining unit employee performs such work, that employee shall be required to pay union permit fees equal to the amount of monthly dues that would normally be deducted. It shall also be considered to be improper for the employer to lay off two bargaining unit employees and fill their position by using a non-bargaining unit person to perform 50% of each job.

4.06 New hired and new acquisition employees must successfully complete a three (3) months' probation period. They can be discharged if they are found to be unsuitable. The company recognizes that acquisition employees may have succession rights under labour standards legislation transferred over from the prior ownership of the business the company acquires. However, for purposes of this agreement any acquisition employee is treated as newly hired employee from date of acquisition for the probationary period. By mutual agreement between the Union and the Company, the probationary period may be extended up to an additional three (3) months.

4.07 Probation on Re-Entry

An employee re-entering the employ of the Company within twelve (12) months after his/her right to recall has expired will not be subject to another probationary period.

4.08 Seniority Not Accumulated

Seniority will be maintained, but not accumulated during absence due to:

- a) Authorized leave-of-absence.
- b) Lay-off not exceeding the employee's seniority retention period.
- c) Temporary illness or non-occupational accident exceeding seventeen (17) weeks.

4.09 Seniority Terminated

Each employee's seniority with the Company shall be broken by:

- a) Voluntary quitting of job.
- b) Discharge and not reinstated under the terms of this Agreement.
- c) Failure to report back to work within seventy-two (72) hours after notification to return to work, unless failure is proved to be unavoidable.
- d) Exceeding authorized leave-of-absence.
- e) Lay-off exceeding the employee's seniority retention period.

4.10 Lay-Off Pay

An employee who is permanently laid off, or otherwise terminated (except for just cause) will receive severance pay or given notice in writing as set out below.

From six (6) months to two (2) years of service – two (2) weeks severance or notice or combination up to two (2) weeks.

For each additional year of service - one (1) week's severance or notice to a maximum of twelve (12) weeks for twelve (12) years of service.

The above is payable after twelve (12) months of layoff, at which time the employee loses his or her right to recall.

An employee can claim his/her severance after thirteen (13) consecutive weeks of layoff if he or she terminates employment and waives recall rights under the collective agreement.

Years of service shall be interpreted to mean the total numbers of years of service between the date of employment and the date on which the employee's job ceases.

The employee may elect to receive his severance pay either in a single lump sum, or in equal biweekly payments to be spread over as many weeks as are included in his or her severance pay allowance.

Anytime an employee is paid severance they waive recall rights under the collective agreement.

4.11 Job Posting

All vacancies for bargaining unit positions to be filled shall be posted for a minimum of five (5) calendar days and filled wherever possible by internal qualified candidates. The posting shall reflect a closing date when consideration of qualified applicants will commence. All internal candidates on job postings shall receive a response from the company. If a decision as to the successful candidate has not been made within one (1) month of the closing of the posting where there is an internal applicant, or within three (3) months of the closing of the posting where there are no internal applicants and the Company still requires that the position be filled, then the position will be reposted.

4.12 Return to Classification

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to twenty-one (21) working days, and if found unsatisfactory, shall be returned to a position within the bargaining unit.

Article 5 Wages

5.01 Wages shall be paid bi-weekly by direct deposit or cheque.

5.02 Wages will consist of an hourly salary scale. Base wage rates shall be as outlined in Appendix “A” and Appendix “B” of this agreement, and in no case shall an employee receive less than this base rate.

5.03 Any employee who is assigned by his/her manager to consistently perform work classified at a higher rate of pay for more than sixteen (16) continuous regular hours shall be paid at that rate for the entire assigned period.

5.04 New Classification

When a Company establishes a new classification, it shall notify the Union of the wage rate. If the Union disagrees with the rate, the Company and the Union will attempt to settle the wage rate by negotiation. Failing agreement, the matter may be referred to arbitration. The negotiated or arbitrated rate shall apply from the date the classification was established.

Article 6 Defined Contribution Registered Pension Plan & Health, Welfare & Insurance

6.01 The Company shall provide a defined contribution pension plan and all employees shall participate in the plan immediately upon their start date. The Company shall contribute an amount equal to 5.75% of your pensionable earnings. Eligibility as described in the employee benefit package.

6.02 The Union will be provided with a copy of the Company Financial Benefit Guide.

6.03 Company Group Benefits

In addition to your earnings, you also receive Company group benefits. Your group benefits include medical, health and dental coverage, life, accident and disability insurance, emergency travel assistance and the Employee and Family Assistance Program. This is all part of your total compensation package.

You must be a permanent employee and work at least half the normal work week to be eligible for coverage under the Company group benefit plans. In addition, you and your dependents must qualify for age and residency requirements.

More detailed information on each of the group benefits is provided in your Group Benefit booklet.

The Union will be provided with a copy of the Health and Welfare benefit booklet.

6.04 Provincial Health Care

Coverage for your provincial health care and for your eligible dependents begins on the date of hire. The Company pays one hundred (100) percent of the premium cost.

6.05 Major Medical

- a) Coverage for your major medical for your eligible dependents begins on the date of hire. The Company pays seventy (70) percent of the premium cost and the employee pays thirty (30) percent of the premium cost.
- b) There is no deductible for major medical. This plan reimburses one hundred (100) percent of eligible expenses up to one (1) million dollars lifetime maximum per person.
- c) Prescription Drugs and Prescription Drug Card will be covered one hundred (100) percent of the cost of drugs and supplies that are prescribed in writing by a doctor or dentist and are obtained from a pharmacist.
- d) Paramedical services are defined in the Group Benefits booklet.
- e) **Emergency Travel Assistance**

Employees and all dependents are covered for Emergency Travel Assistant benefits. If you or your dependents are faced with a medical emergency when travelling outside of the province where you live, Worldwide Assistance Services can help. This benefit, called Medi-Passport, supplements the emergency portion of your Extended Health Care coverage. It only covers emergency services that you obtain within 180 days of leaving the province where you live.

For more information, please refer to the Emergency Travel Assistance section of your Group Benefits booklet. This benefit is paid one hundred (100) percent by the Company.

6.06 Dental

Coverage for your dental and for your eligible dependents begins on the date of hire. The Company pays seventy-five (75) percent of the premium cost and the employee pays twenty-five (25) percent of the premium cost.

There is no deductible for dental care. The coverage provides for reimbursement of eligible expenses at the following rates:

Basic treatment – 100%
Major restoration – 80%
Orthodontic treatment – 50%

The combined maximum for basic and major restorative treatment is two thousand (2,000) dollars per person per calendar year.

Orthodontic treatment is limited to one thousand (1,000) dollars per person per calendar year with a lifetime maximum of two thousand (2,000) dollars per person.

6.07 Short Term Disability

Coverage under the short term disability plan becomes effective first of the month following three (3) months of continuous service with the company. The Company shall pay one hundred (100) percent of the premium.

The benefit waiting period and the amount of STD benefit depends on the length of service with the Company according to the chart below:

Length of Service	Benefit Waiting Period	STD Payment
3 - 12 months	5 work days no pay	60% for 85 days
1 - 2 years	5 work days no pay	80% for 85 days
2 - 3 years	4 work days no pay	80% for 86 days
3 years and over	2 work days no pay	90% for 88 days

6.08 Long Term Disability

The employee shall pay one hundred (100) percent of the premium. The LTD plan pays sixty (60) percent of pre-disability monthly income. For more information see the benefit plan booklet.

6.09 Life Insurance

Coverage for your life insurance begins on the date of hire. Coverage is equal to three (3) times your current annual salary. The Company shall pay one hundred (100) percent of the premium.

6.10 Accidental Death & Dismemberment (AD & D)

Coverage for your Accidental Death & Dismemberment insurance begins on the date of hire. The Company shall pay one hundred (100) percent of the premium. Coverage for this benefit is outlined below:

Single Employee	one (1) times your current annual salary
Employee with spouse	two (2) times your current annual salary
Employee with dependents	three (3) times your current annual salary

6.11 Health and Wellness Allowance

The intent of the Health and Wellness allowance is to assist employees with costs not currently covered under the Sun Life Extended Health Plan. Employees who are currently receiving “Family” coverage under the Sun Life Extended Medical Plan will be allotted a Health and Wellness allowance of six hundred (600) dollars every two (2) years. Employees covered under “Single” Extended Medical Plan, will be allotted a three hundred (300) dollars allowance every two (2) years. Employees who have coverage provided under their spouse’s plan will qualify for this allowance as well.

Coverage for the Health and Wellness Allowance is available the first of the month following three (3) months of continuous service.

Article 7 **Special and Other Leave**

7.01 **Family Responsibility Leave**

The Company agrees to recognize Family Responsibility Leave benefits in accordance with the provisions of the Employment Standards Act of B.C.

7.02 **Maternity/Parental Leave**

The Company agrees to recognize Maternity/Paternity Leave benefits in accordance with the provisions of the Employment Standards Act of B.C.

7.03 **Compassionate Leave**

If an employee suffers a death in the immediate family he/she shall be granted compassionate leave-of-absence with full pay for five (5) days if attending the service, one (1) day if not attending the service. Immediate family is defined as an employees: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, grandparents and grandchildren, brothers-in-law and sisters-in-law, and common-law spouse including children. Where the employee requires additional days, in consultation with Management, they may use accrued vacation, sick time, banked time or days off without pay.

7.04 **Jury Duty**

The Company agrees to recognize Jury Duty Leave benefits in accordance with the provisions of the Employment Standards Act of BC.

7.05 **Special and Other Leave**

Upon written request of an employee, the Company may grant a leave-of-absence without pay for justifiable reasons. Said leave-of-absence not to exceed ninety (90) calendar days. Any leave granted hereunder shall be in writing and a copy given to the Shop Steward. During the term of any leave-of-absence granted to an employee, the employee shall not perform work of any nature for wages, and performance of any such work may result in immediate termination of leave-of-absence and employment with the Company.

If the leave is for immediate family illness, immediate family crisis, or other compassionate grounds, the employee will be guaranteed to return to the classification they vacated. If the leave is for other reasons, the employee may be granted a leave but will not be guaranteed to return to their previous classification.

This will not apply to leave-of-absence relating to Union business.

An employee may not take two (2) such leaves during any five (5) year period and only two (2) such leaves will be granted during employment lifetime. No more than one (1) employee per branch may take such leave at one time.

7.06 Union Leave

The Company will grant a reasonable number of leaves without pay for designated Store Union Representatives. The Union will cooperate in requesting leaves so as to minimize the impact on customer services.

Article 8 Vacations

8.01 Vacation will be accrued from the date of the hire on an anniversary basis and will be taken on a calendar year basis.

8.02 Employees who have been employed continuously for specified periods are eligible for paid vacation as follows:

Weeks Vacation	Years of Service	Percentage of Gross
3 weeks vacation	0 to 7 years of service	6% of gross earnings
4 weeks vacation	7 years of service	8% of gross earnings
5 weeks vacation	14 years of service	10% of gross earnings
6 weeks vacation	19 years of service or more	12% of gross earnings
6 weeks plus one day	25 years of service	12.4% of gross earnings
7 weeks vacation	29 plus years of service	14% of gross earnings

8.03 When an employee completes his/her qualifying anniversary date he/she will become entitled to the additional week of vacation with pay, in accordance with the current Collective Agreement.

8.04 Vacation List

The Company will post a vacation calendar by February 1st on which bargaining unit employees will set out their preferences not later than March 31st. Subject to the Company's production requirements and, where practicable when two or more bargaining unit employees have selected the same period the senior bargaining unit employee will be given preference in requesting their vacation period. Bargaining unit seniority preference in selecting vacation periods will not apply after March 31.

8.05 Two (2) consecutive weeks vacation will, as far as practicable, be granted during the period 15th of June to 15th of September provided that the employees request is submitted by March 31st. The approved and assigned vacation schedule will be posted on April 15th. All other vacation will be granted as per the company vacation policy.

8.06 An employee's scheduled vacation period shall not be changed by the Company within the one-month period immediately preceding the start of the vacation period without the consent of the employee concerned.

8.07 Each employee shall be encouraged to take the full annual vacation period that he/she is entitled to under the provisions of this Agreement in the current year.

8.08 Vacation Incentive

During any slow period in the current calendar year of two (2) weeks or longer the Company may ask any employee to use his/her vacation time during this period. If vacation is taken during a slow period then every fifth day of consecutive vacation is free. Free days must be taken immediately and cannot be banked. If there are two or more volunteers, seniority shall prevail. This is at the complete discretion of the Company and in particular the individual branch. In periods of high year round activity there may be no designated “slow periods”.

8.09 Employees are eligible to carry forward vacation for a period of four (4) months, which shall be used in that time period.

8.10 The Company will review the outstanding earned vacation for all employees in December of each year. If the earned vacation less taken vacation is greater than the employee’s annual entitlement as defined in clause 8.02, the employer will discuss with the employee how the excess will be dealt with within the next four (4) months. The employee will either have to make plans to use the excess time or request payout of the excess time. Should the employee have special plans for vacation in the next twelve (12) months the employee may carry forward excess time to cover these special plans upon approval by the Company.

8.11 In the event of termination of service with the Company any outstanding earned vacation time will be paid out to the employee.

Article 9 Statutory Holidays

9.01 All employees covered by this Agreement shall receive their regular straight time hours pay at their regular straight time rates for each of the following Statutory Holidays in addition to any wages which they may be in receipt of as enumerated in Article 13.01 (d) of this Agreement.

- | | |
|------------------------------|---------------------|
| 1. New Year's Day | 2. Labour Day |
| 3. Family Day | 4. Thanksgiving Day |
| 5. Good Friday | 6. Remembrance Day |
| 7. December 24 th | 8. Victoria Day |
| 9. Christmas Day | 10. Canada Day |
| 11. Boxing Day | 12. B.C. Day |

and any other Holiday if declared by the Federal or Provincial Government

9.02 To be entitled for pay for a Statutory Holiday, the Employee must have been employed for at least thirty (30) calendar days and have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday.

9.03 An Employee who works on a Statutory Holiday will be paid at the applicable overtime rates, and shall be entitled to another day off in lieu of the holiday. The lieu day shall be scheduled within four weeks following the Statutory Holiday, on a day mutually agreed between the Company and the employee. At the employee’s option, he/she may forego the lieu day, and elect to be paid out for the Statutory Holiday.

- 9.04** When a Statutory Holiday falls on a scheduled day off, the employee shall be entitled to take off the following regularly scheduled work day with pay in lieu of the Statutory Holiday. If the company and the employee agree not to take a lieu day, the employee shall receive their regular straight time hours pay at their regular rate and applicable overtime rates for time worked.

Article 10 **Grievance and Arbitration Procedure**

- 10.01** An employee will have access to the grievance procedure for discipline or alleged dismissal without just cause, or for any alleged violation of this Collective Agreement.

- 10.02** Employees shall attempt to settle any differences, complaints or disputes with their immediate supervisor. Employees are encouraged to promptly bring forward any differences so that problems can be clearly understood and resolved.

- 10.03** If there should arise any difference between the Company and the Union regarding interpretation, application or an alleged violation of the Collective Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Within five (5) work days of the employee or employees becoming aware of, or the date they should have become aware of a dispute, the grievance shall be discussed with the immediate Supervisor or Store Manager. The Supervisor/Manager shall respond within five (5) work days of his/her receiving the grievance. Failing settlement, the grievance shall be submitted to the Company in writing:

The Shop Steward and/or the Business Representative of the Union shall discuss the grievance with the Manager. Failing settlement within an additional five (5) work days, the matter may be referred to the Step 3.

The Business Representative of the Union shall discuss the grievance with the Divisional, Regional or General Manager. Failing settlement within an additional five (5) work days, the matter may be referred to arbitration by either party.

- 10.04** Failing settlement during the grievance procedure, grievances may be referred to arbitration by either the Company or the Union. Matters referred to Arbitration shall be heard before a single arbitrator. The Union and the Company shall within five (5) work days of the referral to arbitration agree upon an arbitrator to hear the matter. The arbitrator shall have all the general powers of an arbitration board as outlined in the Labour Relations Codes, but shall not have the jurisdiction nor the authority to alter, amend, add to or delete from any part of the provision of this Agreement.

Any and all time limits fix by this Article for the taking of action by either party or an employee may be extended by mutual agreement.

Article 11 **Environment and Safety**

The Parties agree that each worker has to take reasonable care to work safely on their own and with other workers present both on company premises and customer job sites. Also to co-operate with their employer and customer when it comes to workplace health and safety.

11.01 All employees are committed to making the workplace environmentally safe and free of accidents and injuries.

11.02 Each Store will have a Health and Safety Committee and have procedures and policies that will meet the requirements of the Workers' Compensation Board and Occupational Health and Safety Regulations.

11.03 **Report of Injury/Site Compliance**

When working on a customer's site or under contract or direction of a customer, if that customer's Health and Safety program calls for a higher standard it is expected that TCRS employees will observe and adhere to the higher policy.

11.04 **Report of Injury or Incident**

All injuries, incidents or near misses, including property damage or loss (or the potential of damage or loss) must be reported immediately to the employee's supervisor, notwithstanding the primary need for first aid or medical attention. The employee is required to follow the injury/incident/near miss protocol as outlined in the company's Health and Safety manual.

If the employee is unable to work the balance of the shift as determined by a medical professional, the company will pay the normal daily earnings for the day of the injury. If injured, the employee must communicate the medical professional's recommendations to the supervisor before the commencement of the next regularly scheduled shift so that restricted work opportunities can be discussed.

11.05 **Safety Glasses**

It is mutually agreed that safety glasses (as per the TCRS PPE policy) are mandatory in all designated PPE areas.

A prescription safety glasses allowance will be supplied to all permanent employees requiring them in the following manner:

An allowance for prescription safety glasses in the amount of four hundred (400) dollars every two (2) years is available at no cost to any employee requiring prescription safety glasses to perform their primary job function. Any amount spent on prescription safety glasses above this allowance may be applied to the employee's health spending account.

11.06 **First Aid Attendants**

The First Aid Certificate requirement of the Workers' Compensation Board for each individual branch in the Company will determine the level requirement and in turn if a premium will be paid.

The Company shall pay for all authorized industrial first-aid courses as well as all required refresher courses for designated first-aid attendants. Where an employee cannot attend weekend or evening classes, due to shift scheduling, then the Company shall pay the employee for all hours missed while attending First Aid courses

\$.75 per hour over classification rate - Level II

- 11.07** The parties agree that the carrying or use of personal cell phones or other electronic devices, including the use of headphones/ear buds, is prohibited during employee's regular hours of work, excluding their rest breaks or lunch period. Exceptions will be granted for special circumstances with discussion with management and no reasonable request will be denied. i.e. sick/aging parent, family medical condition.

Article 12 Hours of Work

Stores require flexible hours to meet customer requirements. Each store will set the hours of operations to fulfill its customer service requirements and local conditions.

12.01 Work Week

Five (5) shifts, Monday to Saturday inclusive or the accepted variations there-from shall constitute a regular week's work on all shifts.

- 12.02** A regular schedule may consist of eight (8) hour shifts, ten (10) hour shifts or twelve (12) hour shifts. There shall be no split-shifts for regular full time employees, unless mutually agreed between the parties. Where the parties agree upon twelve (12) hour shifts, the Union and the Company shall meet to discuss terms and conditions for such shifts.

12.03 Shift Rotation

The shifts shall rotate every two (2) weeks except in certain situations, employees may request a steady shift where practicable.

12.04 Hours of Work

The standard work day shall consist of eight (8) or ten (10) hours or twelve (12) hours, and the standard work week shall consist of forty (40) hours on the first shift, worked between the hours of 6:00 a.m. and 6:00 p.m.

- 12.05** Employees shall be entitled to two (2) ten (10) minute rest breaks, one in the forenoon and one in the afternoon. They shall also be entitled to a thirty (30) minute unpaid lunch period. It is recognized by the parties that flexibility in scheduling of breaks is necessary, in order to meet the requirements of providing customer service.

12.06 Shift Break

It is intended that every employee shall have a full eight (8) hours break between shifts. In the event that an employee is recalled to work before such shift break has elapsed, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to begin his/her next shift of his/her own accord until a full shift break has elapsed.

Clarification

Employees working after midnight reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.

12.07 Minimum Daily Hours

- (a) Subject to the exceptions set forth in this Section, any employees reporting for work on their regular shift shall receive a minimum of fifty (50) percent of their regular pay at their regular wage rate.
- (b) Any employee completing the first half of their regular shift, and who commences work on the second half of their regular shift, shall receive a minimum of one hundred (100) percent of their regular pay at their regular wage rate.

PROVIDED THAT if (a) or (b) above is not available at their regular job, the employees shall perform such temporary work as may be assigned to them to qualify for such pay.

The provisions of this Section shall not apply in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company or if the employee(s):

- a) voluntarily quits or is laid off; or is discharged for cause,
- b) was previously instructed not to report,
- c) suspended for cause or leaves the workplace without permission,
- d) reports to work unable or unfit to perform their duties,
- e) report to work without prior permission prior to expiration of the minimum shift break,
- f) requests and is granted early leave,
- g) refuses temporary work that is available, and

in any such event or circumstance they shall be paid for the actual time worked at their regular wages.

Article 13 Overtime

13.01 Overtime Entitlement

All overtime throughout the agreement to be paid as follows:

- (a) Any time worked in excess of eight (8) hours but less than eleven (11) hours per regular work day shall be paid at one point five (1.5) times regular rate of pay for all hours worked.
- (b) Any time worked in excess of eleven (11) hours per regular work day shall be paid at two (2) times regular rate of pay for all other hours worked.
- (c) Provided the employee has reached the forty (40) hours per work week shift requirement any time worked on the employees scheduled day off shall be paid at one point five (1.5) times regular rate of pay for all other hours worked to forty-eight (48) hours after which they shall be paid at two (2) times.
- (d) All time worked on Sunday or any Statutory Holidays as enumerated in Article 9.01 of this Agreement shall be paid at two (2) times regular rate of pay for all other hours worked.

NOTE:

If an employee works on a Statutory Holiday as provided for in Article 9.01, he/she will be paid double rate for the time worked on the Statutory Holiday, and in addition, if he/she qualifies, he/she will be paid eight (8) hours at his/her regular straight-time rate for the Statutory Holiday as provided for in Article 9.01.

13.02 Overtime Voluntary

Overtime shall be on a voluntary basis. If there are no volunteers then the company may assign overtime in reverse order of seniority provided the employee can perform the available work.

It is understood that employees who have started a specific job may be required to complete the job. Examples are time sensitive as per customer needs.

13.03 Standby-Time

An employee may be required to become part of a weekly standby rotation at his/her residence for service and maintenance calls. If the employee is designated to standby, he/she will be paid one hundred and fifty (150.00) dollars for each full seven (7) day standby rotation.

13.04 Call Out

- a) Employees called out after their regular shift shall receive a minimum of three (3) hours pay at applicable overtime rates. Only one (1) call out will be paid for in each three (3) hour period.

- b) Employees called in to work on Statutory Holidays shall receive a minimum of four (4) hours pay at double time rates, plus any applicable Statutory Holiday pay. Only one call in will be paid for in each four (4) hour period.

13.05 Early Call-In

Employees called in before the regular starting time shall be considered to have started their regular shift at the early start time. Overtime will be paid at the appropriate overtime rates for time worked after the adjusted end time of their shift. Employees may only work past the adjusted end time of their shift with their supervisor or branch manager approval. Should an employee be called in prior to 6:00 am to start his/her shift and any time worked before 6:00 am will be paid at applicable overtime rates and his/her regular shift will be deemed to have commenced at 6:00 am.

13.06 Overtime Meals

Employees who are requested to work over two (2) hours overtime immediately after the completion of their regular shift will be provided with a good meal or in lieu a twenty five (25) dollar allowance for a meal. The preceding conditions shall apply every four (4) continuous hours of work immediately thereafter. Claims for meal allowances will be paid bi-weekly with the regular payroll and be approved by the supervisor or branch manager.

13.07 Work During Lunch Period

If approved prior to by the employee's supervisor or branch manager an employee is required to work during his/her regular lunch break period and is unable to take his/her lunch break within one (1) hour of the regularly scheduled time, this will be considered as time worked for his/her regular shift and his/her shift will end one half (½) hour earlier than scheduled. If approved prior to by the employees supervisor or branch manager the employee works to the end of his/her regular shift, he/she will receive one half (½) hour of overtime at applicable overtime rates.

13.08 No premium shall attract overtime rates.

13.09 Banking of Overtime

- (a) Overtime will be paid out at the overtime rate or banked at the appropriate rate as per 13.01 (a), (b) and (c).
- (b) The maximum hours in an employee's bank at any time may be eighty (80) hours. These hours may only be used as time off at a mutually acceptable time to both parties and subject to the operating needs of the branch.
- (c) Banked time cannot be taken or added to regular vacation unless all employees under the collective agreement in the branch have either booked or have taken their vacation and the use of banked time added to vacation is mutually agreed to by management subject to the operating needs of the branch.

- (d) All unused bank time will be paid out at the end of the company`s fiscal year. No banked time can be carried over.
- (e) The employees may cash-out all or part of their accumulated banked time, by notifying the branch manager before the end of the cut-off date. Separate cheques will not be issued.
- (f) Banked time may not be withdrawn if the employee is under a disciplinary suspension unless use of the banked time was agreed to by management prior to the disciplinary action.
- (g) Under extenuating circumstances, with management`s approval, banked time can also be used for bereavement time.

Article 14 Travel Allowance

14.01 Employees required to report for work outside the Company's premises shall be paid for traveling time from the branch to the work site and return to the branch, plus reasonable transportation and reasonable incidental expenses. All travel time during the employees scheduled shift will be paid at straight time. Any travel time outside the employee regular schedule hours of work shall be paid at the applicable overtime rates.

14.02 Employees required to report for work which necessitates their being absent from their homes overnight shall be paid for actual time worked and for all traveling time to and from the job plus reasonable transportation, lodging expenses and meals.

14.03 When an employee is required to stay out of town over a weekend, reasonable lodging and boarding expenses and meals will be provided. If he/she is required by management to work a sixth (6th) or seventh (7th) shift, he/she will be paid the appropriate overtime.

14.04 The Company and the employee will co-operate to make the necessary arrangements where required for camp accommodations.

14.05 **Field Rate for Serviceman**

Where a mechanic has to work off Company premises one (1) hour or more the company will pay one (1) dollar and fifty (50) cents per hour field rate above the classification rate for the entire time spent off Company premises. The field rate will not attract overtime rates. The field rate will not be paid while traveling to another branch to perform work at that branch. Field rate will not apply for off site training.

Article 15 Sick Leave

15.01 Sick leave will be allowed on the following basis and subject to the following provisions:

- 15.02** After working three (3) consecutive months, an employee will qualify for sick time. The company will deposit two point six-seven (2.67) hours for each month from the date of hire to December 31st of that year in the employees sick time account to a maximum of thirty-two (32) hours. At the beginning of each year thereafter, employees will receive thirty-two (32) hours sick leave to apply to the current years service. Sick leave will be maintained but not accumulated during lay-off.
- 15.03** Employees who report sick during any day will have their sick leave allotment reduced by the number of hours not worked during that day.
- 15.04** Sick leave is not to be used for any purpose other than legitimate illness. Sick leave can also be used for doctor or dentist appointments in which case sick leave can be taken in increments. A doctor's slip may be required. Sick leave as described above, can also be used in cases where a members spouse or children are sick or added to bereavement leave, with the agreement of management.
- 15.05** All absence due to illness of more than three (3) consecutive days duration shall require a doctor's certificate to the employee's department manager upon request.
- 15.06** It is the employee's responsibility to immediately notify his/her department supervisor of absence due to illness. If there is no notification, absence may be considered absence without permission or pay and may be subject to disciplinary action.
- 15.07** An employee may also choose to use their sick time to bridge while waiting for STD payments.
- 15.08** Unused sick time expires on December 31st of the calendar year, has no cash value and will not form any part of severance.
- 15.09** With the approval of management, an employee may use their banked time as additional sick days. A doctor's note may be required.

Article 16 **General Provisions**

16.01 **Boot Allowance**

The Company shall, once in each twelve (12) month period, pay to employees up to three hundred (300) dollars towards the purchase or repair of CSA approved footwear. The employee will be eligible upon completion of their probationary period. To claim reimbursement, a receipt or other proof of purchase must be presented.

16.02 **Insulated Boot Allowance**

The Company shall, once in each twelve (12) month period, pay to employees who work in the field up to three hundred (300) dollars towards the purchase or repair of CSA approved insulated work boots. Where there are reasonable requirements as agreed to by the Company and the Union, the employee will be eligible for this upon completion of their probationary period. To claim reimbursement, a receipt or other proof of purchase must be presented.

16.03 Uniforms, Coveralls and Smocks

All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company. Employees are expected to take reasonable care of clothing supplied. All employees will also participate in the corporate shirt program and be required to comply with the corporate dress code policy.

Where there are reasonable requirements as agreed to by the Union and the Company Arctic coveralls will be supplied to field mechanics and sufficient Arctic coveralls will be supplied to cover the requirements of the branch. These will be replaced on surrender of the worn set. Two piece Arctic coveralls will be authorized for employees demonstrating a need.

16.04 Tool Insurance

The Company will reimburse employees for employee supplied tools lost from the employee required tool list with a deductible of four hundred (400) dollars and no maximum on any one loss. The exact amount will be based on the evaluation of a claim by insurance adjusters, based on an employee tool list that is on file. Theft must show forced entry on a locked vehicle, or non negligence in transit, or loss on the company premises or rental vehicles. (For example: fire and theft).

16.05 Tool Reimbursement

- a) An "Employee provided Required Tool List" for each position with different tool requirements will be developed and maintained jointly by the Company and Union. Employees are required to have the tools specified on the applicable list available for use at work whenever the employee is present. Tools are to be kept in acceptable condition at all times.

The Company will provide tools for specialized operations.

- (b) The Company will pay an annual "Tool reimbursement" to applicable employees for the purpose of maintenance, replacement and upgrade of employee owned and listed tools. The annual reimbursement will be seven hundred and fifty (750) dollars and be claimable by the employee in July of each year. To be eligible for the reimbursement in each year the employee must have completed their probationary period prior to July 1st. The reimbursement will be prorated for employees who have completed their probationary period based on time worked in the twelve (12) months preceding July 1st. To claim the reimbursement the employee must have branch manager or supervisor approval prior to purchase and submit receipts for the tools purchased.

- 16.06** Molded Ear Plugs are at no charge to the employees once per year to a maximum of two hundred (200) dollars per annum.

Article 17 **Work Retention and Subcontracting**

17.01 The Company and the Union share the common goal of maximizing the value of the Company for the benefit of all stakeholders in the Company. The Company accepts that the employees are stakeholders in the company and that the union has a legitimate role to play in representing its membership. The provisions that follow are deemed essential by both the Company and the Union to grow the business.

Where the Company's facilities, assets, space and trained personnel are available, the Company will endeavor to continue to have all work, which is presently performed by its employees, performed by members of the bargaining unit.

- (a) It is the understanding of the Parties that sub-contracting and contracting out may be necessary.
- (b) The company agrees to meet with the union representative to present and review the business case supporting the proposed outsourcing of work and possible alternatives.
- (c) It is the understanding of the parties that there is currently sub-contracting and contracting out being carried out in situations where resources are currently insufficient, not available, or not required on a full time basis.

Article 18 **Savings Clauses**

18.01 **Article Headings Clause**

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

18.02 **Right to Respect Picket Line**

It shall not be a violation of this agreement for an employee to refuse to cross a legal picket line.

18.03 **Legislative Change**

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

Article 19 **Apprentices**

19.01 Apprentices shall be entitled to all conditions of the Collective Agreement.

19.02 Apprentice wage rates shall be as set out in Appendix "C".

19.03 When Apprentices attend a government approved trade school, the Company will pay the apprentice their regular hourly rate of pay to a maximum of eight (8) hours per day. In addition the Company will pay for books and tuition after successful completion of each semester of the apprenticeship program.

If the apprentice leaves the company within twelve (12) months after successfully completing their journeyman certification, with Company support (as described above), the employee will be required to repay the monies paid to the apprentice for books and tuition paid by the company.

19.04 Apprentices can be required to take orders from the journeyman with whom they are working as well as the regular Company supervisor or branch/department manager.

19.05 An apprentice having served his/her required time at the trade, and having passed the necessary examinations, will automatically be classified as a journeyman and paid rates and conditions as enumerated in this agreement for the journeyman classification.

Article 20 **Moonlighting**

The Company and the Union agree in principle to eliminate the practice commonly referred to as moonlighting. When this practice affects the Company's business or the employee's ability to perform his/her job, it shall be cause for discipline or dismissal.

Article 21 **Duration Of Agreement**

21.01 **Duration**

(a) This Agreement shall be in full force and effect from and including July 1, 2013 to and including June 30th, 2016 subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the date of June 30th, 2016 or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement, or a new Collective Agreement.

(b) **Notice Precludes Change**

Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout and such strike or lockout takes place and/or either Party gives notice of termination, or the Parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

21.02 **Strikes and Lockouts**

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

21.03 Section 50 (2) & (3) Excluded

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

DATED AT _____ THIS ____ DAY OF _____ 2014.

**INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS, LODGE NO. 692**

**RAYDON RENTALS LTD.
dba (THE CAT RENTAL STORE)**

For the Union

For the Company

Schedule "A"

All locations other than shown in Schedule "B"

- Two thousand (2000) dollar signing bonus will be paid in a lump sum to each employee who is an active member of the bargaining unit at the date of ratification of the collective agreement. Signing bonus will be paid provided no strike action is taken. The company will ensure the signing bonus is paid on the first payroll following the signing, provided the collective agreement is ratified in accordance with the memorandum of agreement.

All locations other than shown in Schedule "B"

	July 1, 2013	July 1, 2014	July 1/2015
	3.5%	3.25%	3.75%
Journeyman Mechanic Ticket in some specialization	\$ 32.15	\$ 33.19	\$ 34.44
Rental Mechanic (Heavy Duty-Unticketed) Note: this replaces Mechanic Level 2 Above			
0 – 12 months	\$ 24.75	\$ 25.55	\$ 26.51
12 – 24 months	\$ 27.48	\$ 28.37	\$ 29.44
Thereafter	\$ 28.94	\$ 29.88	\$ 31.00
Small Engine – Level 1 – Accredited Gas, Small Motors	\$ 24.75	\$ 25.55	\$ 26.51
Small Engine Mechanic – Level 2 – Unaccredited Gas Small Motors			
0 – 2 years	\$ 20.11	\$ 20.76	\$ 21.54
Thereafter	\$ 22.34	\$ 23.06	\$ 23.93
Journeyman Parts Technician	\$ 28.94	\$ 29.88	\$ 31.00
Parts Coordinator	\$ 18.81	\$ 19.42	\$ 20.15
Drivers – Minimum Class 3 or air brake endorsement required	\$ 23.00	\$ 23.75	\$ 24.64
Drivers – Class 5 license			
0 – 12 months	\$ 17.69	\$ 18.26	\$ 18.95
Thereafter	\$ 19.13	\$ 19.75	\$ 20.49
Drivers are paid based on vehicle driven requirements as opposed to license or endorsement held			
Yardperson/Warehouse			
0 – 12 months	\$ 17.69	\$ 18.26	\$ 18.95
Thereafter	\$ 19.13	\$ 19.75	\$ 20.49
Washbay	\$ 15.95	\$ 16.47	\$ 17.09
Leadhand	\$ 1.50		
First Aid Level II	\$ 0.75		
Field Rate see Article 14.05	\$ 1.50/hr		

Schedule “B” – Northern BC

- Two thousand (2000) dollar signing bonus will be paid in a lump sum to each employee who is an active member of the bargaining unit at the date of ratification of the collective agreement. Signing bonus will be paid provided no strike action is taken. The company will ensure the signing bonus is paid on the first payroll following the signing, provided the collective agreement is ratified in accordance with the memorandum of agreement.

Northern BC is defined as - Terrace, Prince George, Dawson Creek, Fort St John, and Fort Nelson

	July 1, 2013	July 1, 2014	July 1/2015
	3.5%	3.25%	3.75%
Journeyman Mechanic Ticket in some specialization	\$ 35.58	\$ 36.74	\$ 38.12
Rental Mechanic (Heavy Duty-Unticketed)			
0 – 12 months	\$ 27.39	\$ 28.28	\$ 29.34
12 – 24 months	\$ 30.44	\$ 31.43	\$ 32.61
Thereafter	\$ 32.03	\$ 33.07	\$ 34.31
Small Engine – Level 1 – Accredited Gas, Small Motors	\$ 27.39	\$ 28.28	\$ 29.34
Small Engine Mechanic – Level 2 – Unaccredited Gas Small Motors			
0 – 2 years	\$ 20.67	\$ 21.34	\$ 22.14
Thereafter	\$ 22.97	\$ 23.71	\$ 24.60
Journeyman Parts Technician	\$ 32.03	\$ 33.07	\$ 34.31
Parts Coordinator	\$ 20.82	\$ 21.50	\$ 22.31
Drivers – Minimum Class 3 or air brake endorsement required	\$ 25.00	\$ 25.81	\$ 26.78
Drivers – Class 5 license			
0 – 12 months	\$ 18.61	\$ 19.21	\$ 19.93
Thereafter	\$ 20.67	\$ 21.34	\$ 22.14
Drivers are paid based on vehicle driven requirements as opposed to license or endorsement held			
Yardperson/Warehouse			
0 – 12 months	\$ 18.61	\$ 19.21	\$ 19.93
Thereafter	\$ 20.67	\$ 21.34	\$ 22.14
Washbay	\$ 17.87	\$ 18.46	\$ 19.15
Leadhand	\$ 1.50/hr		
First Aid Level II	\$ 0.75/hr		
Field Rate see Article 14.05	\$ 1.50/hr		

APPENDIX “C” APPRENTICES

FOUR YEAR APPRENTICESHIP (Mechanical Technicians)

1 st year	60% of Journeyperson Rate
2 nd year	70% of Journeyperson Rate
3 rd year	80% of Journeyperson Rate
4 th year	90% of Journeyperson Rate

THREE YEAR APPRENTICESHIP (Parts Technicians)

Parts Apprentice		
1 st Year	Period 1	65%
	Period 2	75%
2 nd Year	Period 3	80%
	Period 4	85%
3 rd Year	Period 5	90%
	Period 6	95%

The Company agrees to credit an Apprentice at the beginning of their term, any previous relevant schooling and/or work experience as recognized and approved by the B.C. Industry Training Authority (ITA).

The above schedule reflects the level of the apprentice as opposed to duration of service with the Company.

Both schedules are as outlined by the Industry Training Authority of British Columbia.

LETTER OF UNDERSTANDING #1

BETWEEN:

**Raydon Rentals Ltd.
dba (The Cat Rental Store)**

- AND -

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, LODGE NO. 692**

TEMPORARY EMPLOYEES

Temporary employees may be hired provided no Bargaining Unit employee is on layoff or is otherwise displaced as a result of the hiring of such temporary employees. The following conditions shall prevail:

1. Temporary employees may be hired as general labour for cleanup or special projects, or for relief role for any classification (vacation, sickness, away for training or school, WCB). Wherever possible, such jobs will be incorporated into full time positions.
2. If any temporary employee is hired as a permanent employee they shall be placed on probation, with seniority accruing from the date of their current temporary appointment start date.
3. The employer shall pay to the Union a permit fee of two point three (2.3) times the hourly rate for a portion or the full month of hiring a temporary employee. If the temporary employee is subsequently re-hired for another term, a new permit fee shall be required. If a temporary employee is hired as a regular employee, he shall become a Union member as outlined in the Collective Agreement, and shall pay initiation fees and dues as required.
4. Temporary employees will be paid at the appropriate rate as per Schedule "A" of the Collective Agreement, and shall receive six (6) percent above their rate in lieu of vacation pay and statutory holiday pay.
5. This LOU shall remain in effect during the life time of the current Collective Agreement

DATED AT _____ THIS ____ DAY OF _____ 2014.

**INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS, LODGE NO. 692**

**RAYDON RENTALS LTD.
dba (THE CAT RENTAL STORE)**

For the Union

For the Company

LETTER OF UNDERSTANDING #2

BETWEEN:

**Raydon Rentals Ltd.
dba (The Cat Rental Store)**

- AND -

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, LODGE NO. 692**

Resources Group

In order to improve the Company's competitiveness and flexibility in providing customer service, while providing increased job security for employees, the parties agree to the following;

The parties recognize that in certain circumstances, business conditions or customer need, warrants a team of Resources Group personal from Alberta to work in locations in British Columbia providing customer service. This group shall primarily be used where there's a mill, plant shutdown or any other camp situation that requires tool rentals. In addition the parties agree for the utilization of the Resource Group personal for those branches requiring additional manpower during peak periods and/or any special projects that may arise from time to time. The following terms shall apply for these circumstances:

1. The Company must notify the Union prior to deploying the resource group.
If deployed in British Columbia, the Resources Group will utilize any laid off employees, with recall rights as represented under this collective agreement, within their classification.
2. The Resource Group shall not be governed by this Collective Agreement, except those provisions covered by this Letter of Understanding.
3. The Company shall call the Union office for permit fees outlying the number of employees from the Resource Group and the duration of the assignment. The permit fee is two point three (2.3) times the hourly rate for a portion of or the full month for each employee.
4. The resource group shall be paid for all hours worked and any applicable overtime as per the appropriate classification if applicable in the current Collective agreement.
5. The Union and the Company will meet as required to discuss any issues that arise due to this LOU and attempt to resolve them, keeping in mind the interests of both parties.
6. This LOU shall remain in effect during the life time of the current Collective Agreement.

DATED AT _____ THIS ____ DAY OF _____ 2014.

**INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS, LODGE NO. 692**

**RAYDON RENTALS LTD.
dba (THE CAT RENTAL STORE)**

For the Union

For the Company

LETTER OF UNDERSTANDING #3

BETWEEN:

**Raydon Rentals Ltd.
dba (The Cat Rental Store)**

- AND -

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, LODGE NO. 692**

Isolation Pay – Fort Nelson

The parties agree that “Isolation Pay” will apply to all employees covered by this collective agreement residing in Fort Nelson.

The purpose of “Isolation Pay” is to recognize the remoteness of this location and to enhance our ability to attract and retain employees will be applied as follows:

1. Isolation Pay will be ten (10) percent of the hourly rate and will apply to both standard and overtime hours. This includes scheduled or unscheduled call-ins, but does not include lead hand, first aid, shift, or field rate premiums.
2. Isolation Pay will not be paid to non-residents or temporary transfers.

This letter of understanding will be reviewed on an annual basis.

DATED AT _____ THIS ____ DAY OF _____ 2014.

**INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS, LODGE NO. 692**

**RAYDON RENTALS LTD.
dba (THE CAT RENTAL STORE)**

For the Union

For the Company