

COLLECTIVE AGREEMENT

BETWEEN :

AUTOPORT LIMITED
Eastern Passage, N.S.

{hereinafter called the "COMPANY"}

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION (CAW-CANADA)**

{hereinafter called the "UNION"}

JANUARY 1, 2007 - DECEMBER 31, 2009

INDEX

ARTICLE 1	OBJECTS OF THIS AGREEMENT.....	2
ARTICLE 2	RECOGNITION.....	2
ARTICLE 3	MANAGEMENT RIGHTS.....	3
ARTICLE 4	NON-DISCRIMINATION.....	3
ARTICLE 5	UNION SECURITY AND CHECK-OFF.....	4
ARTICLE 6	DISCIPLINE.....	4
ARTICLE 7	STEWARDS/UNION VISITATION.....	5
ARTICLE 8	PROBATIONARY EMPLOYEES.....	7
ARTICLE 9	INVESTIGATION AND GRIEVANCE PROCEDURE.....	7
ARTICLE 10	ARBITRATION.....	9
ARTICLE 11	SENIORITY.....	9
ARTICLE 12	OVERTIME.....	13
ARTICLE 13	SAFETY AND EQUIPMENT.....	16
ARTICLE 14	WAGES.....	17
ARTICLE 15	VACATION.....	19
ARTICLE 16	BEREAVEMENT LEAVE.....	21
ARTICLE 17	HEALTH AND WELFARE.....	22
ARTICLE 18	HOLIDAYS.....	22
ARTICLE 19	COMPANY BENEFITS.....	23
ARTICLE 20	COMPENSATION COVERAGE.....	24
ARTICLE 21	LEAVES OF ABSENCE.....	24
ARTICLE 22	REST BREAKS.....	25
ARTICLE 23	UNION BULLETIN BOARD AND POSTING OF NOTICES.....	25
ARTICLE 24	REVISION OF CONTRACT.....	25
ARTICLE 25	PRINTING OF AGREEMENT.....	25
ARTICLE 26	DURATION.....	26
APPENDIX "A"	TERM EMPLOYMENT.....	28
APPENDIX "B"	DUTIES OF HEALTH AND SAFETY COMMITTEE.....	31
APPENDIX "C"	PAID EDUCATION LEAVE.....	33

ARTICLE 1 OBJECTS OF THIS AGREEMENT

- 1.01 The purposes of this Agreement are to promote and maintain a harmonious relationship between the Company and its employees; to define more clearly wages and conditions of employment with an amicable method of settling grievances or differences which may, from time to time, arise; to promote the mutual interest of the Company and its employees; and to provide for the carrying on of the business under methods which will further, to the fullest possible extent, the safety and welfare of employees, together with efficiency and economy of operation. It is recognized to be the duty of both the Company and the Union to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.
- 1.02 It is understood by the Union and employees that the Company's business is highly dependent upon the efficiency and performance of each and every employee. The Union and employees will co-operate in every possible way with the Company to ensure that efficiency and performance are maintained at all times.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the Union [National Automobile, Aerospace, Transportation and General Workers Union (CAW-Canada)] as the Bargaining Agent for full-time and regular part-time employees who are employed by the Company at its facility located at Eastern Passage, Nova Scotia, in the classifications listed in Article 14.
- 2.02 (a) The Union agrees that regular part-time employees are defined as persons who have completed their probationary period and who work fewer hours than full-time employees.
- (b) Employees who have supervisory duties shall not be permitted to perform work generally recognized as bargaining unit work except in an immediate situation to meet customer demands or when qualified bargaining unit employees are not available or cannot be made available within a reasonable period of time. The application of this article is not intended to result in the layoff of employees in the bargaining unit. Any violation of this article is grievable.
- (c) All employees who work 3000 regular hours, including compensated vacation / statutory holidays, and bona fide illness or injury, shall be entitled to move to full-time status. For the purposes of this Article, this shall not have retroactive effect.
- (d) No regular part time employee shall work when full-time, qualified employees are available for such work, provided that the work in question is not overtime work for the full-time employee.

2.03 Notwithstanding Article 2.01 and Article 2.02, the following persons are expressly excluded from the Bargaining Unit:

- (a) employees who have supervisory duties;
- (b) office and clerical employees;
- (c) Part-time student employees: for the purposes of this collective agreement, part-time student employees are defined as persons who are not full-time or regular part-time employees and who may be called in or scheduled as operational demands require. The total number of part-time student employees shall not exceed five percent (5%) of the total number of employees in the Bargaining Unit, unless mutually agreed by the Company and the Union. Part-time student employees shall not be employed when regular Bargaining Unit employees are available for work;
- (d) Term employees: (See Letter of Understanding at Appendix "A").

ARTICLE 3 MANAGEMENT RIGHTS

3.01 The Company has the right to operate and manage the business, control production, maintain order and efficiency, and hire, promote, transfer, demote, lay off and discipline or discharge employees for just cause. The rights reserved to Management herein will be exercised in a manner that is consistent with the terms of the Collective Agreement.

3.02 The Company shall have the right to make, publish, and post working rules and regulations for observance by employees with such additions and alterations thereto as may, from time to time, become necessary in the opinion of the Company, provided they are not inconsistent with this Agreement. Infractions and violations of such published and/or posted rules and regulations may constitute valid cause for invoking disciplinary measures by, and on the part of, the Company, up to and including discharge.

rules
A copy of all Company rules and regulations and any revisions to such and/ or regulations will be supplied to the Local Union.

ARTICLE 4 NON-DISCRIMINATION

4.01 Neither the Company nor the Union shall discriminate against any employee on any basis prohibited by the laws of the Province of Nova Scotia.

4.02 In this Agreement, except where the context otherwise requires, or where a bona fide occupational qualification or requirement exists, words of the masculine gender include the feminine and neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

ARTICLE 5 UNION SECURITY AND CHECK-OFF

5.01 The Company and the Union agree that membership in the Union is voluntary.

5.02 The check-off of Union dues shall be governed by the Rand Formula and shall be an amount specified by the Union. Union dues shall be remitted in full to the Union on a monthly basis. The Company shall remit a list of employees and the prescribed Union dues to the Union no later than fifteen (15) calendar days following the month for which Union dues are deducted.

5.03 In consideration of deducting Union dues, the Union agrees to indemnify and save the Company harmless against any claim arising out of this Article.

5.04 The Company agrees to deduct initiation fees of all new employees who choose to join the Union, provided the Union supplies the Company with an appropriate authorization for check-off of initiation fees.

ARTICLE 6 DISCIPLINE

6.01 The right of dismissal and maintenance of discipline affecting employees shall be the responsibility of the Company. However, no employee shall be discharged unless he has received a prior warning or reprimand for just cause. When the offenses involved are of major significance, such as the following, immediate discharge may result:

- (a) the sale, use, possession, or being under the influence of drugs or alcohol while at work;
- (b) theft or wilful damage while at work;
- (c) falsely signing in or out, or punching in or out, or falsifying any time records whatsoever of himself or another employee(s);
- (d) repeated unauthorized absenteeism;
- (e) failure to report accidents that employees either witness or have been involved in.

6.02 In cases of suspension or discharge, the Company shall mail a copy of

the written notice to the office of the Union within five (5) working days from the date of suspension or discharge.

6.03 Upon discharge of an employee, the Company shall pay all monies due the discharged employee as soon as the necessary documentation can be processed. An employee who voluntarily terminates his employment shall receive all money due to him on the pay day next following the termination.

6.4 Any employee who is to receive a written reprimand, suspension or discharge shall be removed from his work station and taken to an office. The employee shall be advised of his right to have Union Representation at this discipline meeting, in the presence of his Shop steward, or other Union representative. The employee is entitled to refuse such representation, and such refusal shall be noted. During the discipline meeting, the employee shall be advised of the offence committed.

6.05 (a) Employees shall be notified in writing of any grounds for discipline or discharge. Any discipline assessed will be imposed without delay.

(b) Any disciplinary record entered on an employee's personnel file shall be removed from the active file after the record or information has been on file for twenty-four (24) months, provided that no further disciplinary action has been recorded during this time.

(c) Postponements of above procedures may be mutually arranged. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered to be an admission that such discipline was justified.

ARTICLE 7 STEWARDS/UNION VISITATION

7.01 Union stewards shall be appointed by the Union on the following basis:

(a) three (3) stewards appointed by the Union.

7.02 The stewards shall perform those duties on Company time that pertain to the handling of grievances or alleged violations of this Agreement. The stewards shall be permitted to leave their work station or deviate from their assigned job duties upon securing the permission of their Supervisor. Such permission shall not be unreasonably withheld.

7.03 The name of the stewards shall be given to the Company in writing by the Union, and such stewards shall serve as the agent and representative of the Union unless, and until the Union notifies the Company in writing that such employee has been removed by the Union and provides the name of his successor.

- 7.04 It is agreed that the senior representatives of the Union shall be given a reasonable opportunity to confer with management and the steward, provided the Union notifies the Company and a mutually convenient time has been established for the meeting.
- 7.05 (a) The Company acknowledges the right of the Union to elect from among its members a Local Protective Board consisting of a Local Chairperson, a Vice Local Chairperson, a Secretary, and those Shop stewards necessary to administer this Agreement. The Local Protective Board shall provide an updated list of all such officers and shop stewards to the Company.
The Local Protective Board shall also immediately notify the Company of any changes to these positions.
- (b) The duties of the duly elected local chairperson of the Local Protective Board shall be to deal with the Company on all matters pertaining to this Agreement, its interpretation, or administration thereof, unless the circumstances surrounding such matter(s) requires additional participation of another member (s) of the Local Protective Board.
- (c) In the absence of both the local chairperson and the vice local chairperson, the secretary of the Local Protective Board shall assume their duties.
- (d) Management and representatives of the Local Protective Board shall hold two (2) meetings each month for the purposes of discussing labour management matters. The parties agree to attempt to hold these meetings during regular working hours. Local Protective Board members shall not suffer any loss of pay as a result of attendance at these meetings. The Company shall be required to pay employees for attendance at any such meetings which extend beyond normal working hours.
- (e) The Company shall provide the Union with office facilities on Company premises, complete with a locked filing cabinet, desk, and telephone. All telephone costs will be assumed by the Union.
- (f) Members of the Union Negotiating Committee who are employees of the Company shall not suffer any loss of benefits in respect to overtime, pensions, medical and dental coverage, life insurance coverage, and vacation entitlements that they would otherwise be entitled to as a result of participation in negotiating meetings with the Company.
- (g) The Company agrees that the chairperson of the Local Protective Board shall be permitted to request time off during regular working hours to administer this Agreement, when necessary. The duration and timing must be mutually agreed between the Company and the Union.

- 7.06 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada), or the successor of this organization, properly designated by action in accordance with the Union's constitution, as the sole Collective Bargaining Agent for employees as stipulated in Article 2.01, and agrees to meet with representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada) for the purpose of carrying out terms of this Agreement.
- 7.07 The Company agrees that a Union representative will meet with new employees, at a mutually convenient time, within regular working hours, without loss of pay, for fifteen (15) minutes during the first thirty (30) days of employment.

ARTICLE 8 PROBATIONARY EMPLOYEES

- 8.01 (a) A new employee will be considered on probation until he has completed sixty-five (65) working days with the Company.
- (b) To the extent possible, all employees shall work in the Operations Department during their probationary period.
- 8.02 Seniority shall not accumulate to the probationary employee during the probationary period. However, following satisfactory completion of the probationary period, seniority will be backdated to the last date of hire.
- 8.03 During the probationary period, the employee may be terminated. The employee shall be entitled to grieve his termination recognizing that the standards of evaluation during the probationary period are to be determined by the Company.

ARTICLE 9 INVESTIGATION AND GRIEVANCE PROCEDURE

- 9.01 A grievance is defined to be a complaint or dispute arising between the Company and a Bargaining Unit employee, or the Union, as to the interpretation or application of any express provision of this Agreement.
- 9.02 It is the mutual desire of the parties that complaints of all employees in the Bargaining Unit shall be adjusted as quickly as possible, and it is agreed that such an employee has no grievance until he has first conferred, in the presence of his Union steward, with his immediate Supervisor/Manager for the purpose of trying to reach a satisfactory resolution of the employee's complaint.
- 9.03 When an employee is held out of service pending an investigation referred to in Article 6.02, the investigation shall not be unduly delayed. In cases involving discipline arising out of a motor vehicle related

accident, the Company will make every attempt to involve Union representatives when the accident scene is being examined, or as soon thereafter as is possible.

- 9.04 As part of the investigation procedure referred to in Article 9.03, the employee who is the subject of the investigation shall be required to answer questions from the Company in the presence of a designated Union representative. The questions and answers shall be recorded and transcribed. The employee's answers to the various questions, and any other statements made in this meeting, can be used in any subsequent proceedings related to the investigation or grievance. Any and all investigations shall be conducted in a fair and impartial manner.
- 9.05 The Company agrees, in order to be corrective, an investigation of a potential disciplinary incident must not be unduly delayed. A decision in respect to the investigation will be rendered no later than ten (10) days from the date of the incident, and the Company shall notify the employee and local committee in writing.
- 9.06 In the event the employee's complaint cannot be satisfactorily resolved pursuant to Article 9.02, or pursuant to the investigation procedure referred to above, an earnest effort shall be made to settle such difference in the following manner:
- (a) The grievance must be reduced to writing, dated and signed by the employee, and the Union Representative on a proper grievance form. The written grievance shall contain all available facts, allegations, information and, if possible, the names of all parties with knowledge of the event giving rise to the grievance. The grievance must be received by the Company or its designated representative within seven (7) working days after the event or occurrence giving rise to the grievance. The grievance should also specify the particular provisions of the Collective Agreement which have been allegedly violated.
 - (b) Within five (5) working days after receipt of the written grievance, the Supervisor and/or his designated representative shall meet with a representative of the Union and/or the employee to attempt to settle the grievance. Within seven (7) working days of this meeting, the Company shall advise the grievor of its decision, in writing. The Union and the Company may agree, in writing, to an extension of time for the rendering of this decision.
 - (c) If the Union is not satisfied with the decision rendered in section (b) above, or if the grievance procedure outlined in section (a) and (b) above has not been followed by the Company, the Union may submit the grievance to arbitration within thirty (30) days.
 - (d) Notwithstanding the provisions of Article 9.06(c), should the Union wish to request a meeting between a senior officer of the Union

and the Company to discuss a grievance which is not settled in accordance with the procedures set out in Articles 9.06(a) and (b), such a meeting shall be held within thirty (30) calendar days of such a request. The purpose of such a meeting is to fully discuss the grievance with a view of reaching a settlement prior to such grievance being submitted to arbitration. The time limits in such circumstances would commence at the expiration of the meeting set out in this Article 9.06 (d).

ARTICLE 10 ARBITRATION

- 10.01 Where a grievance is to be referred to arbitration, the parties shall proceed by way of a single arbitrator. The parties will attempt to agree on a single arbitrator and, if after fourteen (14) days they are unable to do so, the parties will refer the appointment to the Minister of Labour.
- 10.02 In the event the Arbitration Board is unable to conclude the matter for any reason due to incapacity, a new Arbitration Board shall be appointed in the same manner as set out in Article 10.01.
- 10.03 The decision of the Arbitration Board shall not change, add to, vary, or disregard any conditions of this Agreement. The decision of the Arbitration Board shall be final and binding on the Company, the Union, and all employees concerned. The decision of the arbitrator must be rendered within thirty (30) days from the last day the dispute is heard in arbitration, unless mutually agreed between the arbitrator, the Union, and the Company to extend the time limits because of unforeseen circumstances.
- 10.04 The costs of the Arbitration Board shall be borne equally by the Union, the Company, and the Department of Labour.
- 10.05 No matter shall be submitted to arbitration which has not been properly carried through the requisite steps of the grievance procedure, unless the parties mutually agree to expedite the procedures.

ARTICLE 11 SENIORITY

- 11.01 Each employee covered by this Agreement shall have seniority equal to his or her length of continuous service with the Company dating from the date of his or her last employment by the Company. Seniority shall be on the basis of length of service with the Company.

Should employees have the same date of employment, seniority shall be determined on the basis of the following factors, in the priority order listed:

1. the date an employee first signs an application for employment with the Company;
2. the time an employee punches in on the first day of his employment;
3. the employee with the longest previous service with the Company;
4. by mutual agreement between the Company and the Union.

11.02 (a) The Company shall be comprised of the following departments:

- (i) Service
- (ii) Stockroom
- (iii) Body/Paint Refinishing
- (iv) Maintenance
- (V) Operations
- (VI) Railhead

(b) The establishment of an employee pool in Operations, and a program for training, is not intended to be used to displace permanent employees or to reduce their hours of work. However, the parties do acknowledge that if workload realities require, the lay-off and recall provisions of this Collective Agreement remain in full force and effect.

11.03 It is understood that all employees shall have seniority and qualifications in the Operations Department based on the employee's length of service with the Company. Such employees shall maintain such seniority in any other department they work. The Operations Department shall provide a pool of employees that shall be drawn upon in seniority order by the Company, as required.

11.04 (a) In the event of layoffs of ninety (90) calendar days or more, the employee(s) shall be laid off in reverse seniority order based on the employee(s)' Company seniority. The senior employee shall be the last to be laid off and the first to be recalled. The employee(s) and the Union shall be given at least seven (7) calendar days' notice of such layoff.

(b) Notwithstanding Article 11.04 (a), an employee may only displace an employee of lesser seniority in Category "A" (Tradesman) provided the employee possesses the necessary qualifications to perform the required work.

- (c) In the event of layoffs of less than ninety (90) calendar days, the employee(s) shall be laid off in reverse seniority order based on the employee(s)' Company seniority provided the remaining employee(s) is qualified to perform the work remaining. The senior qualified employee shall be the last to be laid off and the first to be recalled.
- 11.05 An employee shall lose his seniority and the employment relationship shall cease in the event an employee:
1. voluntarily quits;
 2. is discharged;
 3. fails to report to work after a layoff within three (3) days after notice to return to work for a position of greater than ninety (90) days as set out in Article 11.06, or after an attempt has been made to deliver the notice to his last address appearing on the Company's records. The Union shall be entitled to verify the availability of employees under this Article within the time periods set out herein. This clause shall not apply if the Company is notified that the employee will be absent from the area and the Company accepts the reason for the absence;
 4. is absent without reporting off for any three (3) consecutive working days without a satisfactory explanation;
 5. gives a false reason for obtaining a leave of absence;
 6. engages in other employment while on a leave of absence or sick leave without prior permission from the Company;
 7. on retirement;
 8. is laid off for a period of greater than eighteen (18) consecutive months.
- 11.06 In the event that new jobs become available or vacancies occur which entail work for greater than ninety (90) calendar days within one of the departments as set out in Article 11.02, the Company will post such new jobs or vacancies for a period of five (5) working days, in order to allow Bargaining Unit employees to apply. The posted position(s) shall be awarded to the senior qualified applicant(s) and then to the most senior employee(s) on the training list.
- 11.07 The Company will post a training list for each department twice a year for a period of five (5) days.
- 11.8 For all work assignments of less than ninety (90) calendar days, the work will be offered to the senior qualified employee, subject to

operational limitations, and then to the senior employee on the training list, notwithstanding article 2.02 (d).

11.09 An employee who exercises seniority to be trained in one of the departments as set out in Article 11.02(a), shall take all training in order to qualify for a position in the department.

Furthermore, at any time up to ten (10) days of training in the department, the employee must choose whether to continue to be trained in that department or to relinquish all rights to such department, except in the event of a permanent reduction in staff in which an employee would be laid off from the Company. Such employee shall be returned to the last position the employee occupied.

11.10 During such training period, the Company shall provide reasonable appropriate training, and regular performance assessments at a minimum of two(2) week intervals, during the training period. Employees shall maintain their regular rate of pay during the training period, except in the case of an employee training in a position where the rate of pay is lower than his regular hourly rate. In this case, the employee will receive the top rate in the second wage step. When an employee has trained in a new department for 800 hours, he will receive the top wage rate of the position, provided he is working in that department and has worked all hours necessary to qualify as per Article 14.01. Such training may be terminated where the employee does not demonstrate sufficient progress or aptitude to successfully complete the training. Such employee shall be returned to the last position the employee occupied.

11.11 In the event a vacancy occurs when an employee is absent for any legitimate reason, every effort will be made to contact the employee to allow the employee to apply for the vacancy.

11.12 The following rules shall apply to Bargaining Unit employees who are on short-term layoff:

(1) All employees must be available for the complete shift, as determined by the work requirements, on a daily basis, unless the employee is granted a leave of absence or special permission from the Company in writing, or is otherwise eligible for any of the leaves referred to in this Collective Agreement. Employees will be advised of the estimated length of the shift, however, this may vary depending on the workload;

(2) any employee not available for work must call the electronic posting number, prior to 6:30 a.m. (if scheduled for a 7:00 a.m. start); prior to 7:30 a.m. (if scheduled for an 8:00 a.m. start); and prior to 1:00 p.m. (for all other shifts); but shall only be permitted not to be available on five (5) occasions in a nine (9) month period;

- (3) all employees who do not advise of their non-availability must be available for call-in to work until 9:00 am. The Company will attempt to contact the employee for a fifteen (15) minute period, and will give each employee fifteen (15) minutes to respond to messages left by the Company;

- 11.13 Each employee covered by this Agreement shall notify the Human Resources Department of the Company immediately in writing of any change in his mailing address, and shall provide the Company with phone numbers at or through which he can be reached. In the event any employee fails to comply with the provisions of this section, the Company shall not be responsible for failure of correspondence, notices, and messages to reach such employee.
- 11.14 Any employee promoted out of the Bargaining Unit to a managerial position shall not have his seniority continued.
- 11.15 Employees on layoff are required to pay their share of benefit premiums up to the maximum of a three (3) month period and shall have the option to continue paying their share of benefits premiums after three (3) months. Failure to make mutually agreeable arrangements to pay benefits while on layoff will result in an employee's benefits being terminated.
- 11.16 A Company-wide seniority list shall be compiled by the Company quarterly to cover all Bargaining Unit employees showing the seniority standing of each employee. This list shall be posted on bulletin boards in full view of employees and one (1) copy furnished to the Local Committee of the Union. The seniority list shall also indicate whether the employee is full-time or regular part-time.
- 11.17 (a) An employee temporarily laid off from his department for lack of work and transferred to the Operations Department, as a result of such layoff or transfer, shall be returned to the department from which such employee was laid off or transferred when there is work again available.

(b) Employees permanently transferred to a lower job classification shall be paid at the rate of the new classification after a notice period of 20 consecutive working days. In the event of a permanent transfer or layoff, the employee can only return to his previous department based on the provisions of Article 11.06.
- 11.18 No new employee shall be hired until those employees at the Company, either actually working or on layoff, have been given the opportunity to apply for or recalled to the position.
- 11.19 When a new Bargaining Unit position is created, a wage rate and classification for the new position shall be established consistent with

the terms of the Agreement. The Company agrees to post all new positions. with the established wage rate.

11.20 The time periods set out in Article 11 may be extended by mutual agreement between the appropriate Company Officer and the Local Chairperson of the Union.

ARTICLE 12 OVERTIME

12.01 (a) An attempt will be made to keep overtime to a minimum, as operational demands permit. Employees shall be asked, in seniority order, to perform overtime work in their respective departments, provided they have the qualifications and experience to do the work.

(A list which defines each Service Dept. employee's qualifications and experience will be developed and mutually agreed to, by the Company and the Union for the purpose of this Article.)

(b) Once all overtime has been assigned, the Company will record who will be the next employee to be offered overtime, and will progress through the departmental seniority list.

(c) When all employees have been offered the overtime work, the Company will offer the available overtime to employees who have

the

Qualifications and experience to perform the work, based on the Company-wide seniority list.

(d) All overtime worked, as well as all overtime hours refused, will be recorded, for the purpose of equalizing the overtime.

(e) The Company will post the Overtime Equalization List prior to the 15th of the following month. Employees will be given two (2) weeks to review the List and address any concerns with their immediate supervisor. It is understood that no overtime claim will be valid

after

that period of time.

(f) In the event that an employee has a valid overtime claim, the provisions contained in Article 12.04 (c) will apply.

(g) Overtime hours available to employees who are on vacation, approved bereavement leave, bona fide illness or injury, training, or while attending union negotiations with the Company, will not be recorded as overtime hours refused, for the purpose of this article.

12.02 If an employee works overtime within or outside his own department, such employee shall be paid overtime wages based on the employee's regular rate of pay.

- 12.03 Employees working overtime shall be paid at a rate of time and one-half (1 & 1/2) times the hourly rate for the work being done for all hours worked in excess of forty (40) hours per week, or eight (8) hours per day. Double time will be paid for overtime hours worked after twelve (12) hours per day.
- 12.04
- (a) Employees who are called in for overtime shall be paid a minimum of two (2) hours at the regular overtime rate.
 - (b) On a day when an overtime assignment is identified, employees shall be contacted as per the Local Overtime Agreement. Those employees at the work site shall be canvassed as to their intentions to work or refuse such assignments. Those employees off duty will be telephoned and given 15 minutes to respond as to their intentions. Failure to do so will have such employees charged for the lost overtime opportunity. Those employees who refuse the overtime opportunity shall be charged the equivalent hours .
 - (c) If the Company has committed an error in calling or equalizing overtime, the affected employees shall be offered the following means to be made whole for their losses - an offer of an overtime opportunity equal in time and value. Such overtime opportunity shall be a job assignment or special project that would not normally be worked at overtime rates of pay or cause another employee to be called in specifically for such work. Such job assignment or special project must be mutually agreed to between the Company and the Union. The overtime opportunity must be scheduled at a mutually agreed time prior to the end of the following pay period. Only if the appropriate overtime opportunity cannot be made available, will the employee be paid his monetary loss.
- 12.05 Employees shall be entitled to bank and use accumulated overtime in accordance with the following:
- 1. Time off will be granted subject to the operational demands of the Company. Requests for banked overtime shall be submitted to the employee's supervisor and shall not be unreasonably refused. All requests for banked overtime must be submitted and approved no later than 12:00 p.m., Friday. If, due to extenuating circumstances, requests cannot be forwarded within that time-frame, an extension will be granted until 9:00 a.m. on Monday. Any requests received later, will not be processed until the following pay period.
 - 2. Employee(s) shall make a written selection as to the manner in which such employee(s) wish to be compensated for all overtime worked. The options are as follows:

- (a) bank all overtime hours by having the equivalent number of hours placed in an overtime bank which can be utilized as set out in the Collective Agreement;
- (b) be paid the straight-time portion of all overtime worked, and place the half portion of such hours in an overtime bank to be utilized as set out in the Collective Agreement.

Once an employee has chosen (a) or (b), and decides to later discontinue the banking of overtime, the employee will not be permitted to select the banked overtime option, until the beginning of the following year.

- 3. The employee will make a selection as to how the employee shall be paid all unused banked overtime. The options are as follows:
 - (a) by way of lump sum, separate cheque payment;
 - (b) be issued a direct payment cheque into the employee's RRSP account;
 - (c) any combination of the above.

12.06 Time away from work by full-time employees on approved bereavement leave in accordance with Article 16, approved sick leave in accordance with the Company's sick leave policy, and for meetings between the Union and Management shall be considered working time for the purposes of calculating overtime entitlements after forty (40) hours per week.

ARTICLE 13 SAFETY AND EQUIPMENT

13.01 The Company shall make all reasonable provision for the occupational health and safety of employees. All rights and privileges established under the laws of Nova Scotia in respect of occupational health and safety shall form part of this Agreement.

13.02 A separate Health and Safety Committee consisting of representatives of the Company and Bargaining Unit employees will be established in accordance with the Occupational Health and Safety Act. Employee representatives on the Health and Safety Committee shall be elected by secret ballot by the employees in the Bargaining Unit they represent. All elections shall be conducted and supervised by the Union. Company and employee representatives on the Health and Safety Committee shall, as much as is practicable, be elected from and represent the major functional departments in the Company.

- 13.03 The Company shall have up to four (4) representatives on the Health and Safety Committee. The Bargaining Unit employees shall have up to four (4) representatives on the Health and Safety Committee.
- 13.04 The Health and Safety Committee shall meet at least one (1) time per month to deal with health and safety responsibilities set out in the Occupational Health and Safety Act and this Collective Agreement. The Health and Safety Committee may meet more often to review accidents, or at the request of either party. Minutes shall be kept of all Health and Safety Committee meetings and be distributed to all Health and Safety Committee members and posted in view of all employees.
- 13.05 Health and Safety Committee meetings shall be scheduled during normal working hours except in an emergency case, in which case a meeting may be scheduled or called at any time.
- 13.06 No Health and Safety Committee member shall lose pay or benefits for time spent on health and safety matters or Health and Safety Committee meetings. Any time spent outside of regular working hours will be paid in accordance with the Collective Agreement.
- 13.07 The duties of the Health and Safety Committee shall include those duties referred to in the Letter of Understanding attached hereto as Appendix "B".
- 13.08 Employees shall not be required to operate equipment or work in unsafe working conditions.
- 13.09 Employees shall immediately report all defects of equipment or dangerous working conditions to the Company, with a copy to the Co-Chairs of the Health and Safety Committee. Such reports shall be made on a suitable form furnished by the Company .
- 13.10 Any employee involved in, or who was a witness to, an accident shall immediately report the accident and any physical injury or damage to property to the Company. When required by the Company, the employee, before starting his next shift, shall complete an accident report in writing on forms furnished by the Company, and shall enclose all names and known addresses of witnesses to any accidents.
- 13.11 The Company will provide protective clothing, including rubber boots, free of charge to all employees engaged in work where such protection is required due to the dangerous or dirty nature of the job, where recommended by the Health and Safety Committee and approved by the Company. All other current Company rules and policies respecting protective clothing shall continue.
- 13.12 Employees may be required, as a condition of employment, to wear and/or utilize any safety gear required by the Company. The Health and

Safety Committee shall be entitled to examine any such safety equipment to ensure that it meets the appropriate CSA Standards and Guidelines.

13.13 The Company shall provide full-time employees with a one-hundred and fifty dollar (\$150.00) subsidy per year, towards the cost of CSA approved footwear, except Railhead. Full-time Railhead employees will receive two-hundred dollars (\$200.00) per year. The employee shall be required to purchase the footwear and provide the Company with a suitable receipt before receiving this subsidy.

13.14 Employees shall not carry any unauthorized passengers in or on Company equipment or vehicles owned or in the possession of the Company.

ARTICLE 14 WAGES

14.01 The following are the pay rates for employees covered by this Agreement:

SERVICE DEPARTMENT

CATEGORY "A" EMPLOYEE: (Tradesman)

1. \$20.69 - \$21.96 (after probationary period)

CATEGORY "B" EMPLOYEE: (Semi-Skilled Worker)

1. \$15.20 (after 2,240 hours worked)
2. \$15.20 - \$16.80 (after 5,200 hours worked)

MAINTENANCE DEPARTMENT

GENERAL MAINTENANCE LABOURER/JANITOR

1. \$15.20 (after 5,200 hours worked)

OPERATIONS DEPARTMENT

CLASSIFICATION: OPERATIONS

Wage Steps:

1. \$10.83 - \$12.85 (after probationary period)
2. \$12.85 - \$14.18 (after 2,240 hours worked)
3. \$14.18 - \$15.20 (after 5,200 hours worked)

The rate for a full-time top Marker will be \$16.32 per hour. Employees who are asked to perform this duty on a temporary basis will be paid an additional fifty cents (\$0.50) per hour over their normal rate, with a maximum rate of \$16.32.

RAILHEAD DEPARTMENT

Wage Steps:

1. \$15.20 (after 2,240 hours worked)
2. \$18.28 (after 5,200 hours worked)
(full knowledge of tie-down procedures)

STOCKROOM DEPARTMENT

1. \$15.20 (after 2,240 hours worked)
2. \$15.20 - \$ 16.80 (after 5,200 hours worked)

PAINT AND BODY REFINISHING

CATEGORY "A" EMPLOYEE: (Tradesman)

1. \$20.69 - \$21.96 (after probationary period)

CATEGORY "B" EMPLOYEE: (Semi-Skilled Worker)

1. \$15.20 (after 2,240 hours worked)
2. \$15.20 - \$16.80 (after 5,200 hours worked)

14.02 An employee has the right to grieve the denial of movement between wage steps.

14.03 The Company agrees to grant the following pay increases during the term of the Agreement:

- (a) January 1, 2007 – 2.5 % per hour (applied to rates of pay in effect on December 31, 2006)
- (b) January 1, 2008 – 2.5 % per hour (applied to rates of pay in effect on December 31, 2007).
- (c) January 1, 2009 – 2.5 % per hour (applied to rates of pay in effect on Decemeber 31, 2008.)

14.04 All Lead Hands will be paid one dollar (\$1.00) per hour in addition to their normal hourly rate of pay when performing their normal Lead Hand duties. For the purposes of this Agreement, the responsibility of Lead

Hands is exclusively confined to the work involved in his department as a leader, and not as a supervisory officer in charge of a department. However, in the absence of Supervisors, Lead Hands may be required, from time to time, to exercise supervisory duties.

- 14.05 (a) Scheduling of work days and work weeks shall be the responsibility of the Company. The normal work week will be forty (40) hours per week, five (5) days per week, eight (8) hours per day. Preference will be given to Saturday and Sunday as rest days if operational circumstances permit.
- (b) Employees shall be granted a thirty (30) minute meal period within the fifth (5th) hour of the commencement of their shift.
- 14.06 Regular part-time employees shall be paid twelve dollars and eighty-five cents (\$12.85) per hour upon completion of their probationary period with the Company, unless the probationary period is extended by mutual agreement. Thereafter, regular part-time employees will progress through the wage steps set out in Article 14.01, in accordance with the time actually worked during each step as well as the criteria that applies to regular full-time employees. For the purposes of this Article, each six (6) hours or more worked will constitute one (1) day when calculating time worked.
- 14.07 Any employee who has attained fifteen (15) years of service with the Company, will be paid the top wage rate in his respective department in his classification or category.

ARTICLE 15 VACATION

- 15.01 All full-time employees are eligible to receive vacation with pay in accordance with this Article.
- 15.02 (a) Accrual of vacation entitlement begins when the employee commences employment with the Company. Vacation entitlements continue to accrue during the employee's continuous employment with the Company.
- (b) Further, incremental vacation entitlements shall be based on Article 15.02(a).
- 15.03 Time away from active full-time employment due to maternity leave, bereavement leave, approved leaves of absence, and periods of time where an employee is on worker's compensation, shall be considered continuous employment for the purposes of accrual of vacation entitlements. However, time away from active full-time employment due to an illness or layoff in excess of six (6) months shall not be considered continuous employment for the purposes of determining vacation entitlements.

- 15.04 Employees who commenced employment prior to June 30 shall be entitled to five (5) days of vacation after completion of six (6) months of service. In the second year of service, such employees shall be entitled to ten (10) days of vacation once they have completed eighteen (18) months.
- 15.05 Employees who commenced employment after June 30 are not entitled to vacation in that year, but are entitled to ten (10) days of vacation from the anniversary of their commencement of employment. Notwithstanding the above, employees shall also be entitled to split this entitlement into a five (5) day period taken after six (6) months of service, and a further five (5) day period taken after twelve (12) months of service.
- 15.06 Full-time employees shall be entitled to fifteen (15) days of vacation after three (3) completed years of continuous employment as per Article 15.02(a) or (b).
- 15.07 Full-time employees shall be entitled to twenty (20) days of vacation after five (5) completed years of continuous employment as per Article 15.02 (a) or (b).
- 15.08 The Company reserves the exclusive right to determine when vacations shall be taken. In scheduling vacations, as long as consistent with the Company's requirements for maintaining its standard of production, preference for the timing of the vacations of employees shall be given to the most senior employees within each classification, with the Company retaining the right to determine the number of employees off on vacation at any time.
- Subject to operational convenience, and taking into account the fact that the Company has the right to determine who is off at any particular time, vacation scheduling shall be by mutual agreement.
- 15.09 All vacation time must be taken in the year it comes due, except in the case of a lengthy bona fide illness or injury. Vacation cannot be carried forward from one year to the next unless authorized by the General Manager. The Company shall not unreasonably withhold permission to carry vacation forward from one year to the next.
- 15.10 Subject to Article 15.07, every attempt will be made to grant a minimum of two (2) weeks of vacation at one time. All vacation periods of three (3) to five (5) weeks will be at the discretion of the department Manager and must be approved by the department Manager in writing.
- 15.11 Vacation pay for full-time employees shall be based on a percentage of the employee's gross annual earnings in accordance with the following:

<u>(a)</u> <u>Earnings</u>	<u>Length of Service</u>	<u>Vacation Period</u>	<u>Percentage</u>	<u>of</u>
	Six Months	One Week	4%	
	One Year	Two Weeks	4%	
	Three Years	Three Weeks	6%	
	Five Years	Four Weeks	8%	
	Twenty-Five Years	Five Weeks	10%	

(b) Upon completion of the employee's twentieth (20th) year of service, the employee shall be entitled to an additional five (5) days of vacation for that one (1) year only. Thereafter, the employee shall be granted one (1) extra day per year, to a maximum of twenty-five (25) vacation days per year.

15.12 Vacation pay for casual and regular part-time employees shall be based on their entitlement under the Nova Scotia Labour Standards Code.

ARTICLE 16 BEREAVEMENT LEAVE

16.01 Full-time and regular part-time employees who have completed two (2) years of continuous service with the Company, who are bereaved by the death of a relative, will be granted time off from work without loss of pay, according to the provisions in this Article.

16.02 When a death occurs in an employee's immediate family, he shall be compensated for the time actually lost from his regularly scheduled work, from the day of the death and the days following it, up to and including the day of the funeral, but not to exceed four (4) work days. If a death occurs in the immediate family of an employee when the employee is at work, the employee shall be granted compassionate leave with pay for the remainder of the employee's scheduled shift.

For the purposes of this Article, immediate family includes the employee's spouse, children, grandchildren, parents, brothers, sisters, father-in-law, mother-in-law, and grandparents in a situation where a close grand-parental relationship existed (eg: where the child is raised by grandparents instead of parents).

16.03 Employees may be granted time off from work, without loss of their regular pay, for the death of a relative not a member of their immediate family, not exceeding one (1) working day (eight (8) hours). This includes the employee's aunts, uncles, nieces, nephews, grandparents (except as set out in Article 16.02), brothers-in-law, and sisters-in-law.

16.04 Any time off under this Article must be approved by the employee's immediate Supervisor.

- 16.05 Compensation allowance while on bereavement leave will not exceed eight (8) hours per day at straight time, based on the employee's regular salary.
- 16.06 Bereavement leave pay will not be paid in addition to any other allowable pay for the same day, such as holiday pay, sick pay, etc. The only exception to this will be when a death occurs in the family while an employee is on vacation. In such cases, additional vacation days may be granted to compensate for those days used as bereavement leave.
- 16.07 In the case of a death in an employee's immediate family, when an employee requires additional time off to travel outside of Nova Scotia, an additional unpaid leave of absence may be approved by the General Manager.

ARTICLE 17 HEALTH AND WELFARE

- 17.01 The Company agrees to provide clean and sanitary washroom and lunchroom facilities. The Union and the employees recognize that it is incumbent upon the employees to utilize the facilities in such a manner as to keep them as clean and sanitary as possible.
- 17.02 Employees covered by this Collective Agreement shall be covered by the mutually agreed Anti-Harassment Policy. (September 30, 1998)

ARTICLE 18 HOLIDAYS

- 18.01 The following holidays will be observed for regular full-time employees who have completed their probationary period:
- New Year's Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - HRM – Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
- 18.02 If one of the above-mentioned holidays occurs during a full-time or regular part-time employee's vacation period, the employee will receive

an additional day off with pay.

- 18.03 To be eligible for holiday pay, an employee must work his regularly scheduled working day immediately preceding and immediately following such holiday, unless otherwise excused.
- 18.04 Regular part-time employees shall be entitled to any of the above holidays as long as they qualify under the applicable provisions of the Nova Scotia Labour Standards Code.
- 18.05 Employees eligible for holiday pay in accordance with Articles 18.01, 18.03 and 18.04 shall receive eight (8) hours for each such holiday at the rate of pay applicable to the employee's regular position. Employees who are required to work on a statutory holiday shall be paid at time and one-half their regular rate of pay for all hours worked on such holiday, in addition to the holiday pay if the employee qualified for such holiday pay.
- 18.06 An employee entitled to holiday pay shall be paid for each general holiday, even if it falls on a regular day off (Saturday or Sunday), or on any other assigned rest day.
- 18.07 Should a general holiday occur when an employee is on annual vacation, the employee will be entitled to an additional day off with pay, immediately preceding or following his vacation.

ARTICLE 19 COMPANY BENEFITS

- 19.01 The Company agrees it will provide and shall not reduce the following benefits that presently exist at the Company. The Company further agrees that any change to the Group Insurance Plan and the Health and Dental Plan in effect at the signing of this Agreement, would require ratification by the membership:
- (a) Group Insurance Plan
 - (b) Pension Plan
 - (c) Health and Dental Plan
 - (d) Personal / Sick Days
- 19 19.02 Copies of all applicable benefits will be provided to new employees
upon
20 completion of their probationary period. Copies of applicable benefit
21 plans will also be provided to existing employees at any time, upon
22 reasonable notice.

19.03 Regular and part-time employees shall be required to join and pay premiums for the Medical and Dental Plan upon completion of their probationary period. Such employees shall be required to pay one hundred percent (100%) of the cost of this program, until they have completed two (2) years of continuous service with the Company. After completing two (2) years of continuous service, the Company shall pay thirty-three and one-third percent (33 1/3%) of the cost of medical and dental coverage.

ARTICLE 20 COMPENSATION COVERAGE

20.01 If an employee is injured while on duty and is required to leave the workplace for medical attention, the employee shall be compensated for the remainder of his day's shift upon receipted medical verification that the employee was medically unable to complete the shift.

ARTICLE 21 LEAVES OF ABSENCE

21.01 The Company will comply with existing provincial legislation respecting payment of maternity benefits.

21.02 The Company will make up the difference between an employee's daily pay and the amount of money paid per day by an employee received while serving as a member of a jury, or as a result of the employee being subpoenaed as a witness in a criminal proceeding where the employee is not a party to that proceeding, to an amount equal to the normal eight (8) hours per day which the employee would have been eligible to receive for working that day, provided the employee was scheduled to work on the day(s) in question.

21.03 The Company agrees to grant time off for employees enrolled in a recognized Nova Scotia Department of Labour apprenticeship course for Auto Body employees and to pay the registration fee for these courses. The Company also agrees to pay the employee's benefits and to continue their seniority while attending the apprenticeship course.

21.04 Employees shall be entitled to apply for leaves of absence for personal reasons and Union business. The Company will not unreasonably withhold requests for such leaves provided operational demands permit. In the case of Union business, the employee will be required to provide fifteen (15) working days notice of leave of absence, and a leave will be for a maximum of fifteen (15) working days. While on approved leave for Union business, the Company will continue to pay the employee the equivalent of his regular weekly earnings, with applicable benefits, and will invoice the CAW for full re-payment of this amount.

ARTICLE 22 REST BREAKS

- 22.01 The Company agrees to provide each employee covered by this Collective Agreement with two (2) fifteen (15) minute rest breaks per shift without loss of pay, to be scheduled at the discretion of the Company.
When employees are required to work beyond their regularly scheduled eight (8) hours, and the work will be for a duration of greater than two (2) hours, a fifteen (15) minute rest break will be scheduled, without loss of pay.

ARTICLE 23 UNION BULLETIN BOARDS AND POSTING OF NOTICES

- 23.01 A place will be provided in the time clock areas where proper notices issued by the Union of direct interest, or information pertaining to members of the Bargaining Unit, may be posted by the Local Committee.
All notices or literature posted on the Union bulletin board shall be signed by the member of the local committee who posted the notice. Failure to sign such notice will result in the removal of the unauthorized posting.

ARTICLE 24 REVISION OF CONTRACT

- 24.01 Should the Company or the Union desire to revise an Article of this Collective Agreement, the party requesting the revision shall do so in writing, containing the proposed statement of change. A meeting to discuss the proposed change shall be held between the Company and the National Union or designate within thirty (30) calendar days.
- 24.02 If such request for revision referred to in Article 24.01 cannot be settled by mutual agreement during the term of the Collective Agreement currently in force, such revision or revisions may be proposed during the next open period of the contract for inclusion in any future Collective Agreements.

ARTICLE 25 PRINTING OF AGREEMENT

- 25.01 The Company will undertake the responsibility of printing this Collective Agreement in its entirety and will absorb the cost of such printing.

ARTICLE 26 DURATION

26.01 Unless changed by mutual consent, this Agreement shall continue in force and effect from January 1, 2007 to December 31, 2009, inclusive. The Agreement shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing, ninety (90) days or more prior to the expiration date that it desires to amend the Agreement.

In Witness Whereof each of the parties has caused this Agreement to be signed by its duly authorized officials or representatives as of _____.

Signed, Sealed, and Delivered	)	AUTOPORT LIMITED
in the presence of:	)	Per:
)	
_____)	_____
Witness	)	S.T Cudmore, General Manager
)	
_____)	_____
Witness	)	Russel Eddy, Director of Operations
)	
)	_____
	)	Denise Weeks, Human Resources/ Labour Relations Manager
)	
	)	THE NATIONAL AUTOMOBILE,
	)	AEROSPACE, TRANSPORTATION,
	)	AND GENERAL WORKERS UNION
	)	(CAW-CANADA)
	)	Per:
)	
)	_____
	)	Ken Taylor, National Representative
)	
)	_____
	)	Earl Garland, Vice President Atlantic Region
)	
_____)	
Witness)	_____
	)	Jeff Miller, Local Chairman
)	

) _____
) Leigh Gavel, President

) _____
) _____
) _____
) _____
) Gregory Strangward, Steward

Letter of Understanding

Appendix "A"

TERM EMPLOYMENT

BETWEEN

AUTOPORT LIMITED

(hereinafter called the "COMPANY")

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION (CAW-CANADA)**

(hereinafter called the "UNION")

It is agreed between the parties that the Company shall be entitled to hire term employees, who are not full-time or regular part-time employees, for specific projects over and above the Company's normal workload. Term employees shall be specifically excluded from the Bargaining Unit; however, the Company shall remit the equivalent of Union dues to the Union on behalf of these employees. The conditions under which term employees will be employed are as follows:

1. Unless mutually agreed by the Union and the Company, term employment projects cannot exceed eighty-nine (89) calendar days, or sixty-five (65) working days.
2. Term projects must have predetermined start and finish dates, and/or vehicle volume.
3. Term employees shall not acquire seniority with the Company.
4. The use of term employees is not intended to lead to the lay off of full-time or regular part-time employees.
5. The working conditions for term employees may vary from those contained in this Agreement.
6. Every attempt will be made to ensure that the term employees are paid no more than Bargaining Unit employees for similar work.

7. For term employees who are not members of the Bargaining Unit, the Company agrees to remit to the Union, the equivalent to the Union dues that would be paid by term employees if they were part of the Bargaining Unit. Bargaining Unit employees shall have their Union dues deducted in the same way as if they were doing bargaining unit work.
8. Prior to term projects being implemented at the Company, all laid-off Company employees shall be given preference to work on such term projects provided they have the necessary skills and qualifications. These employees shall be subject to the same terms and conditions of employment as exist between the Company and all other term employees, except that they shall be entitled to be paid the same wages as they would receive under the Collective Agreement for work which is similar to that which they would, in the normal course, perform while in the Bargaining Unit. In the event any such employees are required to do Bargaining Unit work, they shall not be entitled to refuse a recall. However, once such Bargaining Unit work has been completed, they are entitled to reclaim any work that happens to be available under the term project.
9. Full-time and regular part-time employees who are laid off during a time when term employment is ongoing shall, in accordance with their seniority, be entitled to bump term employees, provided they agree to stay for the balance of the term project, and provided they have the necessary skills and ability to do the work.
10. Any deviations from this Letter of Understanding must be by agreement of both parties and must be in writing.

Letter of Understanding
Appendix "B"
DUTIES OF HEALTH AND SAFETY COMMITTEE

BETWEEN

AUTOPORT LIMITED

(hereinafter called the "COMPANY")

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION (CAW-CANADA)**

(hereinafter called the "UNION")

A Health and Safety Committee (HSC) shall be formed in accordance with the Nova Scotia Occupational Health and Safety Act and Article 13 of the Collective Agreement. This Committee shall be responsible for overseeing all health and safety issues in the workplace. Without limiting the generality of the foregoing, the duties of the HSC shall include:

1. Recommend and approve appropriate health and safety education and training programs.
2. Regularly review health and safety problems and issues that arise in the workplace.
3. Conduct regular health and safety inspections with or without Provincial Department of Labour officials.
4. Promptly investigate accidents and make recommendations concerning avoidance of such accidents.
5. Review compensable lost time accidents which occur in the workplace, and review workplace safety reports on such accidents and make necessary recommendations.
6. Establish appropriate health and safety compliance and investigation procedures.

NIGHT SHIFT MONITORING

Autoport Limited will continue to monitor the work load of both the Service Department's day shift and night shift, and will make the necessary adjustments to the work force based on the volume of vehicles received, released, and requested for servicing. When adjustments are made, such changes shall be made in accordance with the procedures set out in Article 11.

It is understood that the regular hours of work on the night shift shall be consistent with the day shift hours, which are normally eight (8) hours per day, and forty (40) hours per week.

To the extent possible, the union will be informed of any operational changes which affect the hours of work and days off at Autoport in order to address the concerns of the bargaining Unit, and to make any changes to the agreement to reflect such changes.