

COLLECTIVE AGREEMENT

BY AND BETWEEN:

APEX INDUSTRIAL MOVERS LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

***February 1, 2004 to January 31, 2008***

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## AGREEMENT

BY AND BETWEEN:

APEX INDUSTRIAL MOVERS LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

### ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and his employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are covered by the provisions of this Agreement; and to establish and maintain a source of competent, qualified tradesmen for the Employer to maintain the Employer's competitive position within the marketplace.
- 1.02 *For the purposes of this agreement, the masculine shall be considered to include the feminine and the singular to include the plural.***

### ARTICLE 2 - SCOPE

- 2.01 This Agreement applies to all employees employed as Operating Engineers in the Province of British Columbia and Yukon. Operating Engineers shall be defined as all persons engaged in the operation of Apex Industrial Movers Ltd., over which the Operating Engineers has jurisdiction as listed in Article 13.01 of this Agreement.
- 2.02 On work coming within the scope of this Agreement, the Employer agrees where possible to give preference, to engage those Sub-Contractors who are in contractual relations with a Union.
- 2.03 Rates of pay for classifications not listed shall be set by negotiations provided for as follows: The Employer and the Union shall, within fifteen (15) days' notice of either upon the other, commence negotiations, the sole purpose of which shall be to establish classifications and rates of pay applicable thereto. In the event that such negotiations do not result in agreement upon the classifications and rates of pay within seven (7) days of commencement of negotiations or such longer period as may be mutually agreed between the parties, the matter shall be resolved by arbitration as provided in the grievance procedure. The wage rate established shall become effective on the date upon which written notice is given.
- 2.04 If any provision of this Agreement is in conflict with the laws or regulations of Canada or British Columbia, such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of this Agreement invalid or inoperable, the Employer and the Union, within fifteen (15) days' notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations

do not result in agreement upon a legal replacement for such provision within seven (7) days of commencement of negotiations, or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article 8.00.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees coming within the jurisdiction of the Union.

### **ARTICLE 4 - NO WORK STOPPAGE**

- 4.01 The Employer agrees he will not cause or direct any lockout of his employees and the Union agrees that there will be no strikes or other collective action during the term of this Agreement which will stop or interfere with production or construction. It is agreed that there shall be no secondary boycotts. Employee has the right to respect a legal picket line.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 Subject to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its business and the direction of the working forces, including the right to hire and select workmen, promote and/or transfer any employee or to discharge any employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.

Management of the Company and the direction of the working forces are vested solely and exclusively in the Company and shall not be abridged, except by specific restrictions as set forth in this Agreement. The Management's rights as set out herein should not be deemed to exclude the other rights of Management at common law. Management rights do not take away the right of an employee to grieve any matter covered by this Agreement.

### **ARTICLE 6 - JOB STEWARDS**

- 6.01 The Union shall appoint Job Stewards in such number as they deem necessary for proper representation. The Job Steward shall be treated impartially and fairly and the same as all other employees covered by the Agreement. The Job Steward may institute grievance procedure on his own behalf for alleged violation of this provision.
- 6.02 Business Agents shall have access to all jobs covered by this Agreement providing that arrangement has been made with the Employer.

### **ARTICLE 7 - UNION SHOP**

- 7.01 (a) The Employer agrees to hire only members in good standing of Local 115. When workmen are required, the Employer shall call the Union for additional men. The Employer shall have the right to request specific members by name so long as they are available, they shall be supplied by the Union. If the Union is unable to supply qualified, competent men within forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, the Employer may hire them elsewhere provided such men make application to become a member of the Union within fifteen (15) days of

commencement of employment, such membership shall not be unreasonably withheld.

The Employer reserves the right to hire pre-apprentice workers at a wage rate specified and train them for a period of up to six (6) months.

The ratio of apprentices to journeymen shall not exceed 1 in 4.

- (b) All employees who are members in good standing of the Union and all employees who become members, shall, as a condition of employment, maintain their membership in good standing for the duration of this agreement.
- 7.02 The Employer shall deduct regular monthly Union dues from the first pay period in each month from all employees, and all employees shall, as a condition of employment, consent to such deduction. The Union shall notify the Employer in writing such amounts of monthly dues or assessments. The current monthly dues shall be forty-five dollars (\$45.00) per month.
- 7.03 Initiation fees, reinstatement fees and back dues, as evidenced by a signed authorization from the employee, will be deducted by the Employer on a monthly basis.
- 7.04 Monies deducted in accordance with 7.02 and 7.03 above shall be remitted to the Union not later than the fifteenth (15th) day of the month following, together with a list showing the amount deducted for each employee.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 In the event of grievances arising from differences of interpretation, application, operation of or any alleged violation of this Agreement between the Employer and the Union relative to this Agreement, the men shall continue to work until such grievances are settled. An honest effort to settle all grievances without stoppage of work shall be made in the following manner.
- (a) The employee and his/or her representative shall endeavour to settle the matter with the Job Manager or Superintendent, if they agree their decision shall be final and binding.
  - (b) Should no satisfactory settlement be reached, the employee's representative will discuss the grievance with management.
  - (c) When grievances cannot be finally adjusted by the Company and the Union representative, the matter shall be submitted to a Board of Arbitration consisting of a single Arbitrator.
  - (d) NOTE: All grievances not settled by the Job Manager or the Superintendent shall be reduced in writing by the employee(s) and filed with the Company by the shop steward within ten (10) days of the occurrence. Any grievance not so filed shall be deemed to have been waived. The time limit may be waived by mutual consent.
  - (e) The said Arbitration Board shall forthwith sit, hear the parties and their representations and determine its award and shall make and deliver its award to

the parties within fifteen (15) days. Each party hereto agrees that whichever party is unsuccessful, they shall pay all costs relative to the Arbitration.

The single arbitrator shall not alter, amend or change the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

## **ARTICLE 9 - BULLETIN BOARDS**

9.01 The Employer shall provide bulletin boards for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the Union and submitted to the management for their approval.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

10.01 Except as specified in this agreement, the Employer does not guarantee to provide work to any employee for regularly assigned hours or for any other hours.

10.02 The work week for all employees covered by this agreement shall consist of five (5) eight (8) hour days, Monday through Friday.

The regular work day shall be eight (8) hours between 6.00 A.M. and 6.00 P.M., excluding a one-half ( $\frac{1}{2}$ ) hour time off for a meal break mid shift.

10.03 For hours worked outside of the regular work day (0600 to 1800 hours) or in excess of twelve (12) hours per day, the employee shall receive, whether the hours worked are in advance or after the regular work day:

- (a) One and one-half ( $1\frac{1}{2}$ ) times the employee's rate for the first three (3) hours of overtime.
- (b) Additional hours (hours outside of the regular work day) of work shall be paid at double (2) times the employee's hourly rate.

As an example, if a person were to begin work at 0100 hours and stop work at 1400 hours:

- hours 0100 to 0400 would be at 1.5 times normal rate
- hours 0400 to 0600 would be at 2.0 times normal rate
- hours 0600 to 1300 would be at straight time
- hours 1300 to 1400 would be at 2.0 times normal rate

10.04 The first eight (8) hours on Saturdays shall be at one and a half times ( $1\frac{1}{2}$ ) the employee's hourly rate. All hours thereafter at two (2) times the employee's hourly rate.

All employees shall receive double (2 times) the regular rate for all time worked on Sundays and the following General Holidays:

New Year's Day  
Good Friday  
Easter Monday  
Empire Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

Canada Day  
BC Day

Boxing Day

A further holiday shall be granted if a day is declared a general holiday by the Federal or Provincial Government.

When one of these holidays falls on a Saturday or a Sunday, the following regular working day shall be observed as the holiday.

Should Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, the Monday and/or Tuesday following shall be observed as the holiday(s).

10.05 All time involved in moving machines, equipment and trucks (other than in a vehicle provided solely for transportation) shall be considered as working hours and the applicable rates shall be paid. This provision shall also apply to operators of equipment when they are assigned to travel with such equipment.

10.06 Shifts other than regular hours may be worked provided the shift lasts more than three (3) consecutive days. Shifts other than day shift may commence any time between the hours of 12.00 noon and 4.00 A.M.

Shifts of ten (10) hours per day for four (4) consecutive days may be worked at regular rates of pay, exclusive of Saturday and Sunday, provided twenty-four (24) hours' prior notice has been given to the employees affected.

10.07 No employee shall work more than one straight time shift in any consecutive twenty-four (24) hour period and the applicable overtime rate will be paid until a full break of eight (8) hours occurs.

10.08 If it becomes necessary for an employee to work for more than six (6) consecutive hours on the latter half of a shift without a meal break, the Employer at the request of the employee shall provide the employee with a meal free of charge, and every four (4) hours thereafter.

If circumstances make the providing of a meal impractical, the employee shall receive fifteen dollars (\$15.00) in lieu of each meal not so provided, this amount may be amended annually by mutual agreement.

**10.09 Reporting Time Pay**

(a) An employee reporting for work on call of the Employer shall receive two (2) hours pay at his straight time rate unless he is notified at least one and one-half (1½) hours prior to his regular starting time not to report.

(b) Four (4) hours pay at the applicable rate for that day to any employee who reports for work and performs work of not more than four (4) hours duration.

(c) An employee who performs work of over four (4) hours duration shall receive pay for time worked.

(d) Notwithstanding the provisions of (a), (b), and (c) above, when an employee refuses to work or to continue to work, or there is a third party labour work stoppage, no pay for hours not worked shall be required.

10.10 **Call-Out Pay** - Employees called out for work outside of regular working hours shall receive a minimum of two (2) hours' pay at overtime rates.

10.11 Reporting time pay and/or call- out pay is exclusive of travel time pay.

10.12 When an employee who is employed on out-of-town work and who normally returns home each weekend and/or General Holiday, is requested by the Employer to remain in accommodation at or near the job site in order to be available on a standby basis for weekend and/or General Holiday work, then the employee shall be entitled to the greater of pay for all hours worked (minimum four [4] hours) at the applicable overtime rates, or eight hours' pay at straight time rates for each twenty-four (24) hour period during which he is requested to remain on standby.

## **ARTICLE 11 - TRANSPORTATION AND TRAVEL TIME**

11.01 The Employer shall provide suitable transportation from the shop to the project or from the project to the employee's car.

Any employee shall receive the appropriate rate of pay commencing either at the shop or at the project to which he is ordered to report, whichever occurs first.

11.02 In the event that any employee is required to work at a place of work away from his normal place of work and remains overnight, at the request of the Employer, the Company shall pay reasonable meal and accommodation expense.

11.03 All travel time shall be paid at straight time rates, except where an employee is requested by the Company to operate company equipment then overtime rates will apply.

11.04 If an employee is requested to use his own vehicle for transportation to the job site from where the Employer maintains a permanent place of business, in lieu of Employer provided transportation, he shall be deemed to be under the direction and control of the Employer in accordance with the Occupational Health and Safety Act Regulations. He shall be compensated therefore at the rate of twenty-two cents (22 ¢) per kilometre of vehicle use for kilometres outside of metro Vancouver or any other place that the Employer maintains a permanent place of business. The Employer to carry non-owners' insurance to cover Public Liability and Property Damage. Employees shall not be required to use their vehicles to convey passengers, material, fuel, parts, etc. for the Employer.

## **ARTICLE 12 - ANNUAL VACATION AND GENERAL HOLIDAY PAY**

12.01 Each employee shall be paid ten percent (10%) of his regular rate of pay for each hour worked comprised of six percent (6%) Vacation Pay and four percent (4%) General Holiday Pay. Such money shall be paid to the employee each pay period.

If an additional General Holiday is declared by the Federal or Provincial Government, the General Holiday Pay will increase by .4% making it 4.4%. This will become effective on the date of the holiday.



Income tax shall be calculated and deducted from Vacation and General Holiday Pay along with the employee's earnings on each regular pay period.

12.02 Vacation period shall be three (3) weeks each year. Prior to January 15th each year the Employer shall, by notice on a bulletin board, canvass the employees to determine their preference for holiday periods. By January 31st management will, after consultation with Job Stewards, post a proposed schedule. Such schedules will give preference to employees with families to the extent that they will be given at least one week's vacation during the months of July and August. Senior employees will be given subsequent preference provided, however, that competent replacements are available. Where it becomes necessary to deviate from the above, one (1) weeks' notice will be given by either party.

## ARTICLE 13 - CLASSIFICATIONS AND WAGE RATES

### 13.01 Classifications and Wage Rates

	<u>Feb. 1/04</u>	<u>Feb. 1/05</u>	<u>Feb. 1/06</u>	<u>Feb. 1/07</u>
Foremen**	\$25.92	\$26.43	\$26.97	\$27.50
Mechanic	23.57	24.04	24.52	25.02
Welder	23.57	24.04	24.52	25.02
Truck Drivers	23.17	23.64	24.11	24.59
Class 1 Driver Rigger - after 1½ years***	23.57	24.04	24.52	25.02
Class 2 Driver Rigger - after 1 year***	22.73	23.18	23.64	24.12
Class 3 Driver Rigger - start	21.38	21.81	22.24	22.69
Trainee	15.00	15.30	15.60	15.90
Pilot Car Driver	16.50	16.80	17.15	17.50
All Work in Permanent Yard (excluding mechanics & welders)	19.32	19.71	20.10	20.50
<b>Yardman</b>	<b>16.68</b>	<b>17.01</b>	<b>17.35</b>	<b>17.70</b>
Crane Operator/Rigger				
Industrial Mover      0 to 50 Ton	23.57	24.04	24.52	25.02
Rate Only              51 to 80 Ton	24.48	24.97	25.47	25.98

\*\* Foreman: Foreman to be paid ten percent (10%) over the hourly rate of the highest classification under his supervision.

\*\*\* ***Class 1 or Class 2 cannot be attained or retained without a valid Class 1 Driver's License, issued by the Province of British Columbia.***

13.02 Payday shall be every second Friday with a maximum holdback of one (1) week. All employees shall be paid on the job prior to quitting time. Cheques for which there is no charge for bank exchange shall be the method of payment and each cheque will be accompanied by a detailed statement showing rate of pay, number of hours worked (straight time and overtime), and the deductions made.

13.03 Employees shall be paid wages in full at time of discharge or layoff, or arrangements made whereby a cheque and record of employment for U.I.C. purposes will be mailed not later than the following working day. When an employee quits, the Employer shall pay out such employee on his next regular payday.

Where it can be clearly shown that a clerical error in calculation or other delay beyond the control of the Employer has occurred, the Employer shall not be penalized provided the error is corrected within one (1) working day from the time of notification.

#### **ARTICLE 14 - DISCHARGE CASES**

14.01 A claim by an employee that he has been unjustly dismissed from his employment shall be treated as a grievance if a written statement of such grievance is lodged in accordance with Article 8.00 within fifteen (15) days (exclusive of Saturdays, Sundays and holidays) after the employee ceases to work for the Employer.

#### **ARTICLE 15 - EMPLOYER CONTRIBUTIONS**

##### **15.01 *Benefits* and Insurance Trust Fund**

The Employer shall pay one dollar and forty-five cents (\$1.45) per hour for each hour which wages are payable to each employee into the Operating Engineers ***Benefits*** Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. The said ***Benefits*** Fund shall be trusteeed by Employer Trustees and Union Trustees.

The Employer shall, not later than the fifteenth (15th) day of each month, mail ***Benefits*** contributions for the previous month to the Head Office of the fund. Cheques are to be made payable to "The Operating Engineers ***Benefits*** Fund".

##### **15.02 Pension Fund**

The Employer shall pay one dollar and seventy cents (\$1.70) per hour for each hour which wages are payable to each employee into the Operating Engineers Pension Fund and agrees to be bound by the current Trust Deed presently in effect or as it may be amended. The said Pension Fund shall be trusteeed by Employer Trustees and Union Trustees.

The Employer shall, not later than the fifteenth (15th) day of each month, mail Pension Fund contributions for the previous month to the Head Office of the Fund. Cheques are to be made payable to "The Operating Engineers Pension Fund".

##### **15.03 Training and Apprenticeship Fund**

The Employer shall pay twenty-six cents (26 cents) per hour for each hour which wages are payable to each employee into the Operating Engineers Training Fund. Such a fund is to be established and jointly trusteeed with equal representation of management and the union.

The Employer shall, not later than the fifteenth (15th) day of each month, mail Training Fund contributions for the previous month to the Head Office of the Fund. Cheques are to be made payable to "The Operating Engineers Training Fund".

#### **ARTICLE 16 - WORKING CONDITIONS**

16.01 Operating Engineers will be employed exclusively to operate, service and rig the equipment except that in emergencies or when regular operators are not available,

supervisory or other personnel will be allowed to perform the work. This provision is not to be used to displace regular operators.

- 16.02 All employees covered by this Agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the job during regular working hours.
- 16.03 The Employer shall provide clean suitable sanitary facilities at the permanent shop or yard.
- 16.04 **Coveralls and Gloves** - These items shall be supplied by the Employer at no cost to the employee. In the event that an employee does not return the coveralls or gloves supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any monies owing to the employee.

## **ARTICLE 17 - GENERAL**

- 17.01 There shall be established during the life of this Agreement a Joint Labour-Management Committee composed of up to three (3) members representing Employers and up to three (3) members representing the Union. This Committee will generally administer the terms of the agreement and shall deal with such other matters referred to it by either party.
- 17.02 It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health & Safety Act and any refusal on the part of an employee to perform his duties, or to continue to perform his duties, in contravention of the Occupational Health and Safety Act regulations shall not be deemed to be a violation of this Agreement provided he has first notified management.

The Employer shall provide, free of charge, all necessary safety equipment as required by Occupational Health and Safety act regulations excepting such articles of personal clothing which are not returnable, such as hard hat liners. The Employer is entitled to retain the price of such equipment until it is returned by the employee allowing for normal wear and tear.

- 17.03 Safety meetings will be held every month. Union, management, stewards and employees may be in attendance. Attendance at such meetings shall be on a voluntary basis.
- 17.04 Shop and Job Stewards shall be members of the Safety Committee.

## **ARTICLE 18 - FAIR ENFORCEMENT PROVISION**

- 18.01 In recognition of the competition among Employers in this industry, the Union agrees to enforce all Articles of this Agreement consistently and fairly through the grievance and arbitration procedures against all Employers bound by or signatory to this Agreement.
- 18.02 Any dispute involving the interpretation, application, operation or alleged violation of this Agreement may be reduced to writing and submitted by either party to their Joint Labour Management Committee (19.01) and if no resolution is reached within ten (10) days, may be submitted under the provisions of Article 8.00, commencing with Article 8.01.
- 18.03 (a) When in the opinion of both parties it is deemed beneficial to the Employer and the Union members the terms and conditions of the Collective Agreement may be

modified for work coming under the classification of Industrial Moving. Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one project, for a type of work, for a specific area or for a specific period of time.

The parties will establish workable procedures for the drafting of such Letters of Understanding.

- (b) This Clause is also intended for the purpose of maintaining equality between Employers signatory to the Operating Engineers within the classification of Industrial Moving.

**ARTICLE 19 - DURATION OF AGREEMENT**

- 19.01 Except as otherwise specified herein, this Agreement shall be in full force and effect as of **February 1, 2004** and continue in effect until **January 31, 2008** and from year to year thereafter except as hereinafter provided.
- 19.02 Either party to this Agreement may, not less than thirty (30) days and not more than one hundred and twenty (120) days immediately prior to the expiry date of the Agreement, request the other party to the Agreement to commence collective bargaining. Such notice shall be given by registered mail.
- 19.03 If notice has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said expiry date, until the procedures in the Labour Relations Code have been exhausted. The parties to this Agreement shall make every effort to complete the procedures in the Act and conclude an Agreement prior to the expiry date.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, **2004**.

APEX INDUSTRIAL MOVERS LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 115

\_\_\_\_\_  
Bill McPherson

\_\_\_\_\_  
Frank Carr

**LETTER OF UNDERSTANDING**

BY AND BETWEEN:

APEX INDUSTRIAL MOVERS LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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IT IS UNDERSTOOD AND AGREED that the terms and conditions of this Collective Agreement do not apply to highway trucking performed by sub-contractors. This trucking shall be performed pursuant to the applicable Collective Agreements.

The intent of this letter is not to circumvent the Collective Agreement between IUOE Local 115 and Apex Industrial Movers Ltd. nor adversely affect the present work done by employees of Apex.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, **2004**.

APEX INDUSTRIAL MOVERS LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS - LOCAL 115

\_\_\_\_\_  
Bill McPherson

\_\_\_\_\_  
Frank Carr