

COLLECTIVE AGREEMENT

BETWEEN

EVEREADY INDUSTRIAL WESTERN LTD

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

MAY 1, 2005 TO APRIL 30, 2008

TABLE OF CONTENTS

<u>ARTICLE 1: OBJECTS</u>	3
<u>ARTICLE 2: DURATION</u>	3
<u>ARTICLE 3: UNION SECURITY</u>	3
<u>ARTICLE 4: MANAGEMENT RIGHTS</u>	5
<u>ARTICLE 5: EXTENT</u>	5
<u>ARTICLE 6: WAGES</u>	7
<u>ARTICLE 7: PAYMENT OF WAGES AND SUBSISTENCE ALLOWANCES:</u>	10
<u>ARTICLE 8: NEW CLASSIFICATIONS:</u>	10
<u>ARTICLE 9: REGULAR HOURS OF WORK</u>	11
<u>ARTICLE 10: CALL OUT TIME</u>	12
<u>ARTICLE 11: ON CALL TIME</u>	13
<u>ARTICLE 12: TRANSPORTATION</u>	13
<u>ARTICLE 13: OUT-OF-TOWN ACCOMMODATION</u>	15
<u>ARTICLE 14: HIRING</u>	15
<u>ARTICLE 15: WORKING CONDITIONS</u>	16
<u>ARTICLE 16: LEAVE OF ABSENCE:</u>	18
<u>ARTICLE 17: JOB STEWARDS</u>	19
<u>ARTICLE 18: ACCIDENT PREVENTION</u>	20
<u>ARTICLE 19: SAVINGS CLAUSE</u>	21
<u>ARTICLE 20: DELINQUENCY IN THE PAYMENT OF WAGES. CONTRIBUTIONS AND DEDUCTIVE REMITTANCES</u>	21
<u>ARTICLE 21: GRIEVANCE AND ARBITRATION PROCEDURE</u>	21
<u>ARTICLE 22: TECHNOLOGICAL CHANGE</u>	24
<u>ARTICLE 23: RETROACTIVE PAY</u>	24
<u>ARTICLE 24: ENABLING CLAUSE</u>	24
LETTER OF INTERPRETATION	25
<u>SCHEDULE "A"</u>	26
<u>SCHEDULE "A" CONTINUED-EMPLOYEE CLASSIFICATIONS</u>	27
APPENDIX B	30
LETTER OF UNDERSTANDING #1	33
LETTER OF UNDERSTANDING #2	34
LETTER OF UNDERSTANDING #3	35
LETTER OF UNDERSTANDING #4	36
LETTER OF UNDERSTANDING #5	37

AGREEMENT BETWEEN:

EVEREADY INDUSTRIAL WESTERN LTD.

("Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

("Union")

ARTICLE 1: OBJECTS

1.01 The objects of this Agreement are to stabilize the Industry, provide fair and reasonable working conditions and job security for employees covered by this agreement, promote harmonious employment relationships between the Employer and the employees, provide mutually agreed methods of resolving disputes and grievances which may arise out of the terms and conditions of this Agreement, to enable the skills of both the Employer and the employees to operate to the end that waste including avoidable and unnecessary expense and delays are prevented and promote good customer and public relations.

Words in this Agreement imparting the masculine gender shall be understood to also apply to the female gender.

ARTICLE 2: DURATION

2.01 This Agreement shall be in full force and effect from and including **May 1, 2005** to and including **April 30, 2008**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date **April 30, 2008**, 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.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Parties hereto have concluded a renewal or revision of this Agreement or a new Collective Agreement.

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

ARTICLE 3: UNION SECURITY

3.01 The Employer recognizes the Unions as the sole bargaining agent for those employees covered by the certification and working at those classified

occupations listed in Schedule "A" and for such other employees as may be assigned to new classifications coming within the Union's jurisdiction.

Supervisors, Management, Sales and Office Staff are excluded from this agreement. Supervisors shall be defined as follows:

Supervisor: Those persons directing the work, the work procedures and communicating the Employer's business with the customer but not operating equipment as such.

Non bargaining unit persons shall not perform duties of bargaining unit employee's covered by this Collective Agreement except when necessary to instruct employees, to assure safety of employees and to protect Company property.

It is the prerogative of the Employer to transfer and to lay off due to reduction of forces or suspension or completion of work. It is also the prerogative of the Employer to discharge an employee for just cause subject to the right of the parties, or persons bound by this Agreement, to invoke grievance proceedings herein. It shall not be the duty of the Employer to induce non-members to join the Union.

The Union reserves the right to render assistance to other labour organizations by removal of its members from jobs when necessary for the following reasons:

Legal picket lines or workmen being employed on the project who are not affiliated with the British Columbia and Yukon Territory Building and Construction Trades Council. Before such removal takes place, the Union will notify the Employer in writing.

3.02 UNION SECURITY

Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain, a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company, whichever is shorter. Counting from the date he commences employment with the Company, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith.

- 3.03 Check -off - The Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off, i.e., if the check-off for that month has not been remitted to the Union, it shall be added to that check-off; if that month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month

worked.

- 3.04 Union dues deducted under this provision or other check-off provisions shall be remitted to the Union not later than the fifteenth of the month following the month in which such check-off applies.
- 3.05 All employees covered by this Agreement shall become members of the Union and shall remain members during the term of the Agreement.**
- 3.06 Each new employee shall make application to the Union and tender, or by assignment tender, the appropriate fees and/or assessments. The Company shall require all new employees to sign a Union application card and check-off card upon hiring on with the Company.**
- 3.07 The Company shall honour a written assignment of wages by an employee to the Union on the applicable form available from the Union.**
- 3.08 The Employer shall deduct the appropriate dues from each employee and remit them to the Union each month. These monies shall be payable along with the Health, Welfare and Pension contributions not later than the fifteenth (15th) day of each month following the month in which the deductions were made. The monies shall be noted on the remittance forms provided by the Union Plans. The Union shall notify the Employer of any increase in dues, and the Employer shall begin deducting and remitting on the next report.**

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union recognizes and agrees that the management and operation of the plant and the direction of the working forces are vested exclusively in the Company subject to the terms and conditions of this agreement.
- 4.02 The Company has and shall retain the right to select its employees, to hire, classify, promote, layoff, demote or discipline them and discharge employees for proper cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.
- 4.03 The right to hire employees if its choice is vested exclusively in the Company, but when the Company requires new employees, it shall so notify the Union so that the Union shall have the opportunity to provide the Company with suitable applicants. Preference for new hires will be given by the Company to applicants provided by the Union. The Company will provide suitable notice to the Union in order for the Union to submit names.

ARTICLE 5: EXTENT

5.01 Application:

In this agreement "employee" means a person who is employed by the Company and

who is included in a unit of the company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Code of B.C. "employee" shall also mean a person employed in a job classification listed in Appendix "A: attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in Schedule "A" included in this Collective Agreement, on all work, including chemical cleaning, industrial cleaning, environmental and emergency work, and specialty work, including work in repair and maintenance yards, undertaken by the Employer, except specialized mechanical personnel.

Notwithstanding the foregoing, it is understood that the Employer shall, when doing work covered by the Heavy Construction (Standard) Agreement, Hydraulic Dredging Agreement, Steel Erection Agreement, Pile driving, Dipper, Clamshell, Dredging and Related Work Agreement, Road Building Industry (Standard) Agreement, Mainline Pipeline Agreement, Masonry Contractors Agreement, Plastering Contractors Agreement, or any other Association Agreement, do such work in accordance with the terms and conditions of the applicable Agreement.

5.02 Sub-Contractors and Owner Operators:

The terms of this Agreement shall apply to all sub-contractors or sub-contracts let by the Employer. The Employer agrees to engage only those sub-contractors having an Agreement with the Union.

The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of the Agreement on the sub-contractor.

Where an owner-operator performs work for which he has been hired or which he has sub-contracted, he shall, prior to commencing such work, obtain a clearance from the Union. He shall abide by all the provisions of this Agreement.

Payment of wages shall be made separate to any other payments to which, for any reason, he is or may become entitled.

Equipment referred to in Schedule "A" of this Agreement used by the Employer, whether owned by the Employer, rented, or otherwise, shall be operated by a member of the Union and the Employer shall not use either directly or indirectly any such equipment which is operated by a person that is not a member of the Union.

It is agreed that the intent of this Clause is to ensure the observance of its provisions for ALL persons performing work covered by this Agreement.

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, or depriving any employee of employment.

ARTICLE 6: WAGES6.01 Hourly Wage Rates:

The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Schedule "A" hereunto annexed in respect of the various classifications therein contained. Schedule "A" shall be deemed to be contained in, and form a part of this Agreement.

6.02 Benefits and Pension Plan:

The Employer shall make contributions for Benefits and Pension Plans in such amounts and under such conditions as set forth in this Agreement, and shall be paid on hours worked.

Payments of all contributions shall be made by cheque to the respective Union Plan, namely the Operating Engineers' Benefits and Pension Plans.

These monies shall be forwarded, to the respective Plan, once each month. Such payment shall be made not later than the fifteenth (15th) day of the month following the month that the contributions cover. The Employer shall make the contributions on the forms supplied by the plans.

Business Representatives of the Union may inspect during regular business hours, the Employer's record of time worked by employees and contributions made to the Plans.

The Unions auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Plans, and shall be allowed the time necessary to complete the audit.

6.03 Annual Vacation and General Holiday Pay:

Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

<u>Years Of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction of month worked (max 10 working days	4 1/2%
1 year but less than 3 years	2 weeks	4 1/2% or 80hrs*
3 years but less than 5 years	3 weeks	6 1/2% or 120hrs*
More than 5 years	4 weeks	8 1/2 % or 160hrs*

* pay at employee's current classified rate, whichever is greater at the time the vacation is taken.

6.04 Calendar Year - For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the Parties agree that when an employee has earned a minimum of fifteen hundred(1500) hours for which wages

are payable in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth.

Employees who work less than fifteen hundred (1500) hours shall be paid as the case may be 4 1/2%, 6 1/2%, 8 1/2%, of their gross earnings for the work year immediately preceding the vacation period.

- 6.05 Vacation Pay on Termination - In the event of termination of service with the Company after an employee had his vacation he earned for the previous year, he shall receive as vacation pay four and one-half percent (4 1/2%), six and one-half percent (6 1/2%), eight and one half percent (8 1/2%), as the case may be of his gross earnings he earned in the year in which he ends his employment for which no vacation has been paid.
- 6.06 Vacation Pay based on the appropriate percentage of gross earnings shall be paid out to each employee on each pay period with their regular pay identified and at the time the vacation is taken the employee shall then be paid the difference subject to Article 10.02.
- 6.07 Upon written request of an employee, the Company shall make an optional second deposit into a separate account of an employee specified amount.

6.08 Vacation Period

If an employee so requests, the Company will provide a minimum of two (2) weeks of the employee's vacation time in the summer month (May 15th to September 15th). If a dispute arises, vacation periods will be allocated in accordance with the list established for article 14.03.

- 6.09 Vacation Entitlement - In any calendar year that an employee becomes entitled to additional vacation upon reaching his anniversary date of employment, he will be entitled to one (1) weeks' vacation with pay at that time.
- 6.10 Vacation - Anniversary Date and Cut-off Date - Vacation time taken prior to an employee's anniversary date in a calendar year shall be included in the vacation entitlement due after the full anniversary year.

An employee's anniversary of employment will govern his attainment of vacation entitlement. His vacation pay and time off will be adjusted from his anniversary date to the cut - off date. The Company may establish a vacation cut-off date.

- 6.11 Vacations - Schedule Change - An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned.

Up to fifteen percent (15%) of the workforce may be on vacation at any one time.

- 6.12 Vacation Entitlement - Related to Statutes - The entitlements of an employee under this Section shall at no time be less beneficial than those he would be entitled to

under the provisions of any Government legislation or any Orders or Regulations made thereunder.

6.13 Vacation Entitlement - Eligibility for vacations shall be maintained, but not accumulated during absence.

- (a) due to temporary illness or non-occupational accident exceeding twenty - six (26) weeks
- (b) with authorized leave of absence

Eligibility for vacations will be maintained and accumulated during absence due to:

- (a) a compensable accident;
- (b) serving in the non-permanent Armed Forces of Canada:
- (c) temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.

6.14 General Holiday Provisions - When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Christmas Holiday shall be observed on the Monday prior to such General Holiday and the actual day of such holiday shall be worked and paid for as a normal workday. Work performed on the day upon which it has been agreed that the holiday will be observed shall be paid for at double (2x) time rates.

The recognized holidays are: New Year's Day, Good Friday, Empire Day, Dominion Day (Canada Day), first (1 st) Monday in August (British Columbia Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day declared a public holiday by the Federal or Provincial Government. All work performed on General Holidays shall be paid for at double (2x) time rates.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed.

When Christmas and Boxing Days fall on Saturday and Sunday the following Monday and Tuesday will be observed.

6.15 General Holiday Pay Provisions - General holiday pay provisions are as follows.

- (a) Where an employee is off work due to any circumstances for which he is eligible to receive compensation under Workers' compensation Act, provided such employee has earned wages from the Company during the sixty(60) calendar days immediately preceding the holiday. When an employee is receiving payment from the Company's Insurance Company or Workers' Compensation for General Holiday, then the Company will not pay the employee for the same holiday.
- (b) Where an employee is off work due to sickness, quarantine, or an accident provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability.

(c) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs.

(d) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.

6.16 General Holiday - During Vacation - When a general holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.

ARTICLE 7: PAYMENT OF WAGES AND SUBSISTENCE ALLOWANCES:

7.01 The Employer shall at least every second (2nd) Friday, pay to each employee covered by this Agreement all wages earned by the employee to a day not more than five (5) working days prior to the date of payment. provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.

Employees shall provide the employer with a bank or credit union account number in order for the employer to direct deposit the employee's wages.

If the employer is notified that there is a problem with the direct deposit of an employee's wages, the employer shall notify the employee of the problem as soon as practicable and make other suitable arrangements to provide the employee with his wages.

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than the third (3rd) business day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by the employee. A cheque mailed to the last known address of the employee or direct deposit to the employee's bank account, within the time limits provided for above, shall constitute compliance with this provision.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer, and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made.

The Employer will provide a separate or detachable itemized statement with each pay, showing the number of hours at straight time rates and at overtime rates, the wage rate and total deductions from the amount earned. The employees pay shall be paid every second Friday.

Exchange charges will be added to the cheque, if not payable at par.

ARTICLE 8: NEW CLASSIFICATIONS:

8.01 When new types of equipment or work methods are introduced by the Employer which are not included in the list of classifications contained in the attached Schedule, the

Employer shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude negotiations within thirty (30) days but in any event, the rate established shall be retroactive to the day notice in writing is given by either party to commence negotiations, or to the first (1 st) day of work, whichever is the sooner.

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Clause 17: Grievance Procedure. However, the rate shall not be lower than those found in Schedule "A".

Where an employee works in a higher hourly wage classification for more than four (4) hours he shall be paid the higher rate for a minimum of eight (8) hours.

ARTICLE 9: REGULAR HOURS OF WORK

9.01 Eight (8) consecutive hours shall constitute the day shift excluding one-half (1/2) hour for lunch between the hours of 12:01 am and 11:59 pm, Monday to Friday. Five (5) days shall constitute a week's work.

i.e. Dayshift - Monday 12:01 am to Friday 11:59 pm

The start of the work week shall be Monday 12:01 am

It must be agreed between the Employer and the employees to vary the starting times. customer requirements shall be a consideration in these decisions.

Note: If a shift is to be worked other than referred to above, a prejob shall be held to establish such shift or shifts.

Shift differential - For scheduled shutdown work, the Employer shall pay employees who work on an afternoon or graveyard shift, an additional **seventy five cents (\$0.75)** per hour, as a shift differential. This rate shall not accrue overtime premium.

9.02 Compressed Work Week

A compressed workweek of four (4) days per week may be established by mutual agreement between the Employer and the Union. In the event a fifth day is worked, it would be paid at time and one-half. If a sixth day is worked, it would be paid at double time.

Where required by the customer, the lunch period time may be adjusted to coincide with the schedules of the customer.

9.03 Overtime

All hours worked beyond eight (8) hours, or the accepted variations therefrom, shall be considered overtime, until a break of eight (8) hours occurs, and shall be paid at the applicable overtime rates.

9.04 The overtime rate(s) for work performed in excess of an employee's regular scheduled shift on a daily basis shall be as follows:

- a) one and one-half times the base rate for the first two hours of overtime work performed.
- b) two times the base rate for any overtime work performed in excess of the first two hours.

The overtime rate(s) for work performed on an employee's day(s) of rest shall be as follows:

- a) one and one-half times the base rate for all overtime hours worked up to the accumulation of eight overtime hours worked in the work week.
- b) two times the base rate for all overtime hours worked after the accumulation of eight overtime hours worked in the work week.

ARTICLE 10: CALL OUT TIME

10.01 Where an employee is called out for work at any time, and **whether** work is performed **or not**, he shall be paid a minimum of:

- a) on regular shifts, four (4) hours at straight time;
- b) on overtime days, four (4) hours at the appropriate overtime rates;
- c) after the regular shift **or on Saturdays, Sundays or General Holidays**, employees called to work shall receive a minimum of four (4) hours' pay at the appropriate overtime rates;

provided however, that the workman has reported to the job-site in person, in a competent condition to carry out his duties, and providing adequate notice has not been given not to report to work. Adequate notice shall be construed as follows:

Where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or prearranged radio broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

Each employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

Employees who work beyond four (4) hours shall be paid up to the next full hour i.e. worked 4 1/2 hours paid 5 hours.

If the employee works more than four (4) hours on a Saturday, Sunday, or General Holiday, the actual hours worked shall be paid for, at the appropriate overtime rate.

ARTICLE 11: ON CALL TIME

11.01 Where it is mutually agreed between an employee and the employer that an employee have a pager the employee shall provide a pager and the employer shall upon receipt of pager fees charged to the employee, reimburse at least monthly on a tax free basis an amount equal to the pager fees.

Where the employer provides pagers these shall be at no cost to the employee

- a) The Employer shall advise employees as to when they are required to be on call. It is understood that employees will not be on call during their vacation time.
- b) The Employer shall, whenever possible, provide eight (8) hours notice of when an employee is required to report for on call work.
- c) The parties acknowledge that there are two (2) types of work, known as scheduled work and on call work. Regarding on call work, members shall be **recalled** on a rotating call basis. The Employer **shall utilize the seniority list as per clause 14.03 for call out work.**

In order to provide as much as practical equal opportunities for employees for call out **work** the parties agree to review work opportunities for employee training and on the job instruction to make call out opportunities as equal as practical.

ARTICLE 12: TRANSPORTATION

12.01 Upon Hiring and Termination:

- (a) When upon commencing employment on a job, employees are required to travel to the job; they shall receive from the Employer the cost of transportation from point of hire, meals and a sleeper if night travel is necessary. Airline tickets to be economy.
- (b) If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.
- (c) If an employee is laid off due to sickness, injury or leaves the job for authentic compassionate grounds, cost of return transportation shall be paid by the Employer. The Employee shall provide documentation if requested by the Employer.
- (d) If an employee quits or is discharged for cause when having been on the job forty-five (45) calendar days, return transportation shall be paid by the Employer.
- (e) Hours paid for hours traveled, subject to the same conditions as govern transportation. Where time required to travel is less than eight (8) hours, the employee may be required to work for the unexpired time up to eight (8) hours. All travel time shall be paid at straight time.

- 12.02 When an Employee is required to provide mechanic's tools, the cost of transporting all such tools to and from the job shall be borne by the Employer, subject to the same provisions as govern transportation.

When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping the mechanic's tools. Tools shall be shipped within forty-eight (48) hours of is leaving his employment excluding weekends and holidays subject to the same conditions as govern transportation.

Where the Employer fails to comply with the above, unless proper reasons for the delay are forthcoming, the employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions of this Agreement until there is compliance with these provisions.

- 12.03 If the Employer fails to provide work after one (1) shift and requires an employee to stand by, the Employer shall pay the employee a minimum of eight (8) hours' pay for each shift of stand-by thereafter.

12.04

- a) On jobs inaccessible to public transportation, the Employer agrees to supply or arrange for suitable transportation.
- b) On jobs where traveling provisions are not otherwise provided for in this Agreement, they will be discussed and decided at the pre-job discussions between the Employer and the Union
- c) On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job. Airline tickets to be economy. The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employees representative. The timing of the leave shall also be decided by mutual agreement.
- d) In no event will an employee receive leave unless he actually returns to his place of departure. Living out allowance shall not be paid during leave periods.

(Refer to Letter of Interpretation/Agreement - Periodic Leave -Turnaround).

12.05 **Local Travel**

Employees shall report in time to reach the workplace at the regular starting time of their designated shifts.

The first half-hour of travel per day shall be unpaid. Travel beyond 1/2 hour shall be within the employee's regular hours of work or paid at the applicable overtime rate.

The Employer shall provide transportation from **its** facility to **the** work site **as required**.

ARTICLE 13: OUT-OF-TOWN ACCOMMODATION

13.01

- a) On out-of-town jobs where camps are provided, room and board shall be supplied at no cost to the employee.
- b) Camp accommodations when supplied, shall meet all the standards and requirements of the British Columbia and Yukon Territory Building Trades Council Camp Rules, as submitted to the Employer Association.
- c) In areas where no camps are provided, the Employer shall provide to employees, free room on a two (2) per room accommodation basis, and **forty (\$40.00)** dollars per calendar day per employee to cover food, and shall follow all increases with Eveready L.O.A. policy manual.
- d) Wherever possible, the two (2) employees will be on opposite shifts.
- e) In the event of a remote location, arrangements shall be made with the Union prior to the job starting, to establish a per diem rate to cover food.
- f) In the event that the work lasts longer than twenty-one (21) shifts, free room on a single employee accommodation basis, where possible, shall apply.
- g) Men dispatched to jobs before jobs are ready and arrive at the job fit for work, will be paid eight (8) hours at the regular rate until the job starts, or have their return transportation and travel time paid.
- h) Employees residing in camps or Employer-supplied accommodation may on any weekend vacate or check-out of such accommodation and the Employer shall pay him twelve dollars (\$12.00) per day check-out where accommodation is provided in camps and fifteen dollars (\$15.00) per day where accommodation is provided for those living in motels-hotels.
- i) To qualify the employee must work the scheduled shift prior to the weekend and/or General Holiday and the scheduled shift after the weekend and/or General Holiday unless arrangements to the contrary are agreed upon in writing between the employee and the Employer.

ARTICLE 14: HIRING

14.01 However, in the event that the Union cannot supply available members, the Employer may obtain employees elsewhere, it being understood that the employees so hired shall meet Operating Engineers qualifications. Employees so hired shall become and remain members in good standing of Local 115 within thirty (30) days of their commencing employment, or be replaced by a Local 115 member when available.

14.02

The Employer shall also deduct the initiation fee, and applicable dues, from the employees and remit to Local 115 forthwith. Local 115 will advise as to the said amount.

- 14.03 The company shall establish a **seniority list by date of hire** of regular employees and these employees shall have preference by date of hire for continuing work and for recall to work above any casual or temporary employees subject only to the ability of the employee to perform the work available.

Regular employees are employees who work 125 hours or more per month for two consecutive months.

Additions to the list will be made in order of date of hire and employees shall only be removed for termination for cause or self-termination or failure to answer a recall for work of one week or more.

- 14.04 Probationary Period – When a new employee is hired, it is agreed that he shall be on probation for thirty (30) working days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the original date of hiring.**

The thirty (30) working days shall be cumulative in a consecutive six (6) month period.

Upon completion of the probationary period the employer shall make remittances for all benefit and pension contributions provided for in this collective agreement.

- 14.05 Severance – In the event of amalgamation, permanent closure of the Company or a Branch thereof, or automation, causing an employee to lose his employment with the Company, the Company hereby agrees to pay severance pay to such an employee provided the employee has a minimum of (2) year of seniority at the date of his severance and shall be paid in accordance with the following schedule:**

One (1) week's pay for each year of service with the Company to a maximum of twenty-four (24) weeks.

In the event that part of the Company or Branch remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may elect to cancel his seniority and receive his severance pay."

ARTICLE 15: WORKING CONDITIONS

- 15.01 Lunch periods shall be at mid-shift.
- 15.02 Two breaks of ten (10) minutes each shall be taken in a work shift. Time of the first work break shall be at one-quarter (1/4) of the scheduled shift or as near that period as possible; the second work break shall be at three-quarters (3/4) of the scheduled shift or as near that period as possible.
- 15.03 Where possible each workplace shall be equipped with adequate lunch room facilities, and where practicable a proper dry room and locker room or similar facility for the crew to dry and keep their clothes.

The Employer shall provide lunchroom facilities complete with heat and light, separate from any tool and storage facilities.

- 15.04 Employees who work beyond ten (10) hours shall be entitled to a meal after ten (10) hours worked and every four (4) hours worked thereafter. If more than one (1) meal occurs in the period worked by the employee and the work is expected to continue, the Employer, where possible, shall provide the additional meal at no expense to the employee. The employee shall be considered working during the time spent consuming the meal.

Where mutually agreed between the employee and Employer, fifteen dollars (\$15.00) non-taxable (added to net pay) may be paid in lieu of each meal.

- 15.05 (a) The Employer shall supply and replace protective clothing, essential to the protection of employees and their regular work clothes from circumstances such as caustic chemicals, oil spills etc. (i.e. slickers, gloves, hip boots, coveralls, welders leather gloves, vests or leather jackets), at no cost to the employees.

The employees shall contact their immediate supervisor to advise of the item in need of replacement and return the items to be replaced.

- (b) The Employer shall supply and replace rubber boots, that are insulated, oil and acid resistant, steel toed and steel shanked, to employees, at no cost to the employees.

The employees contact their immediate supervisor to advise of the item in need of replacement and return the items to be replaced.

- (c) The Employer shall ensure that four (4) pair of coveralls are available, per regular employee.

The employees shall contact their immediate supervisor to advise of the item in need of replacement and return the items to be replaced.

The Employer shall have coveralls repaired and laundered, at no cost to the employees.

The employer shall provide clean coveralls for casual or temporary employees.

- 15.06 The Employer will provide a termination slip within three (3) calendar days, if requested by the Union or the employee, which shall state the reason for the employee's termination, and whether or not he is eligible for rehire.

- 15.07 One (1) hour's notice of termination shall be given by the Employer. This hour shall be used by the employee to gather his belongings together and to turn in any tools or goods belonging to the Employer. If such notice is not given then one (1) hour at straight time shall be paid in lieu thereof.

- 15.08 Adequate toilet facilities shall be provided by the Employer and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 15.09 Waterless hand cleaner will be supplied at all mechanical operations covered by this Agreement.
- 15.10 In case of fire, burglary or marine wreck (as defined by the Insurance Act) on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00) The Employer shall also provide insurance for the employees' required tools to a total of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer.
Where an employee fails to file an inventory his rights to submit a claim shall be waived.
- 15.11 Hard hats, suspensions for hard hats, welders' gloves and welders' goggle will be provided by the Employer where necessary. The employees shall contact their immediate supervisor to advise of the need for replacement and return the items to be replaced. The Employer agrees to the replacement of glass and other reasonable repairs to welding helmets for damage occurring to the employee's helmet while in the employ of the Employer. Employees shall receive **one hundred twenty five (\$125.00)** per year as a Safety Boot Allowance, payable upon completion of two hundred (200) hours worked per year.

ARTICLE 16: LEAVE OF ABSENCE:

- 16.01 The Employer shall allow time off work without pay for any employee who is serving on a Union committee.
- 16.02 No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.
- 16.03 When an employee suffers an injury, whether on the job or not, or suffers an illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work.

When any employee suffers an injury or illness, which requires his absence, he shall report the fact to the Employer at least one hour before his actual starting time, so an adequate replacement may be made if necessary.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the leave from the Employer.

When an employee suffers a compensable injury, he shall be entitled to reemployment with the Employer when he receives a clearance to return to work from his Doctor or the Workers' Compensation Board if there is work available in his classification.

- 16.04 In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for **three (3) days**. **Immediate family means:** mother, father, **spouse**, brother, sister, children, **mother in law, father in law, grandparents and grandchildren.**
- 16.05 Employees on approved leave of absence shall be paid fare both to and from his point of hire.
- 16.06 Employees involved in an accident while on the job shall receive a minimum of eight-(8) hours pay for the day of the accident.
- 16.07 It is agreed a telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately. This includes a phone inside or outside the shop.
- 16.08 The Employer shall supply all tools and equipment, necessary for the employees to perform their duties, at no cost to the employees.
- The employees are responsible for the tools. The Employer shall replace broken or worn out tools. Lost tools will be replaced unless there has been a pattern of loss.
- 16.09 In the event that the Employer requests that an employee work out of the province or country, the Employer shall pay all costs- fees, licenses and permits.
- 16.10 Safety meetings on site, shall be considered as time worked, and be paid at the applicable rate.
- 16.11 **(a) All time lost by an employee due to necessary attendance on jury duty or acting as a witness or any court proceedings arising out of his employment, or subpoenaed as a witness, or in completing his driver's tests required by the employee for actual employment with the Company, or doctor's examinations in connection therewith, shall be paid for by the Company at the rate of pay applicable to said employee.**
- (b) When an employee returns from serving on jury duty or from participating as a witness, he will be returned to the job held prior to serving.**

ARTICLE 17: JOB STEWARDS

- 17.01 Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards Time shall be given to the Job Steward to carry out his duties.
- 17.02 The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the

reasons.

- 17.03 Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or foreman, however, in no way will he interfere with the employees during working hours unless permission is granted, subject to customer approval. However, no reasonable request will be refused.

ARTICLE 18: ACCIDENT PREVENTION

- 18.01 The Company and the Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that all employees, Union representatives and Supervisors at all levels, shall cooperate to promote safe work practices, safe and healthy working conditions and the enforcement of safety rules. Further, all employees of the Company are fully obligated to comply with any and all reasonable rules of conduct established by the Company and bearing on safety and health.**

- 18.02 It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of the workman to work or to continue work in contravention of such regulations shall not be deemed to be a breach of this Agreement. The **Company** is to give thorough instruction to its members in all standard safety regulations.

- 18.03 SAFETY MEETINGS – Safety meetings shall be held once a month in each branch on Company time with bargaining unit representation present. A copy of the minutes of the meeting to be posted on the bulletin boards.**

18.04 OCCUPATIONAL HEALTH & SAFETY COMMITTEE:

- 1. The committee shall be comprised of an equal # of company and union representatives.**

This committee shall review the activities of all branches related to health and safety included but not limited to:

- a) tool box meetings**
- b) inspection reports**
- c) all incident/accident reports and conduct investigations on any medical and/loss time or serious near misses as appropriate.**
- d) make recommendations to the company or other agencies on matters of health and safety.**

- 2. The committee's mandate and schedule may be adjusted as established by the committee.**

- 3. Time spent on the OHSC and safety committee's is considered time worked.**

ARTICLE 19: SAVINGS CLAUSE

19.01 In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any clause or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within the period of sixty (60) days to re-draft a new clause or portion thereof which shall be valid, and which shall replace the clause or portion thereof declared invalid. If the parties do not agree on a mutually satisfactory replacement, they shall submit this dispute to the Grievance Procedure.

No Employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule(s) attached hereto or working less hours than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.

ARTICLE 20: DELINQUENCY IN THE PAYMENT OF WAGES. CONTRIBUTIONS AND DEDUCTIVE REMITTANCES

20.01 Timely payment of wages and contributions to the Trust Funds, provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:

- (a) The Union will advise the Employer in writing of any delinquency.
- (b) If within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent amount or the Employer has failed to request a meeting with the Union to provide for the payment of the delinquent amount, then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears.

This is not to be construed that the above charges relieve the Employer of any further liabilities, which may occur because of his failure to report and pay as provided.

20.02 In the event of an Employer failure to pay wages or remit required amounts in conformity with this Agreement, the Union is free to take any economic action it deems necessary against the Employer, and such action shall not be considered a violation of this Agreement.

ARTICLE 21: GRIEVANCE AND ARBITRATION PROCEDURE

21.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it is resolved in the following procedural manner.

All discipline shall be conducted through the forms included in schedule B of this Agreement.

- 21.02 Step A - The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Company within thirty (30) calendar days.
- 21.03 Step B - Should a solution not be reached by Step A, then a business representative of the Union, accompanied by the employee if the employee or business representative so wish, shall discuss the matter with the company. If a solution is reached, this shall be final.
- 21.04 Step C - If an agreement is not reached under the provisions of Step B above, upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board or other body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) days of appointment, the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company. The parties may agree that the recommendation rendered at this Step will be binding on both parties. If a solution is reached, this shall be final.
- 21.05 Grievance Limit - Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension (exclusive of Saturdays, Sundays, and General Holidays), in writing require the Company to give him the reasons for his discharge or suspension and the Company will give such reasons to him, in writing, within seventy - two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of such an employee, only the reasons so set forth in writing, shall constitute cause.

The Parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process that is attached to and forms part of this Agreement. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. The decisions rendered are final and binding, but not precedent setting. Each grievance is heard and a decision reached on its own merit. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule 11 Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in the Article or, withdraw the grievance.

- 21.06 Arbitration – If the procedure set forth in Step A and Step B, do not result in a solution being reached within seven (7) days of the first discussion between a business representative of the Union and a representative of the company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows:

- a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
- b) The Party receiving the notice shall within five (5) days appoint a member for the Board and notify the other Party of its appointment.
- c) The two (2) Arbitrators so appointed, shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour of British Columbia to appoint such third member.
- d) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within then (10) days from the date of the appointment of the Chairman, provided the Parties may extend the time by agreement in writing.
- e) The Parties may mutually agree that a sole arbitrator be appointed in place of a three (3) person board. The decision of the sole arbitrator shall be deemed to be the decision of the Board and shall be final and binding. All expenses incurred by the sole arbitrator shall be paid equally by the Parties. Each Party shall pay its own costs.

21.07 If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place, or if the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Company and paid all pay which he would have enjoyed and accorded all rights, privileges and benefits which would have enjoyed if he had been hired at the proper time provided, that if it is shown to the Board that the employee had been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Article , less any expenses which the employee has incurred in order to earn the wages so deducted. AND PROVIDED THAT the Arbitration Board if circumstances are established before it, which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Company to pay less than the full amount of wages lost.

The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.

If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to and with the powers provided by this Article.

The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

Without restricting the specific powers herein before mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

ARTICLE 22: TECHNOLOGICAL CHANGE

22.01 If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the Employer shall give at least sixty (60) days notice to the Union and shall meet and develop an Adjustment Plan in compliance with Section 54 of the British Columbia Labour Relations Code.

ARTICLE 23: RETROACTIVE PAY

23.01 It is agreed and understood that any applicable retroactive pay shall be paid in full within thirty (30) days from date of signing.

This shall apply to all past and present employees.

All past employees shall have their retroactive cheques mailed to them, or if returned undelivered, to the respective Union offices for distribution. Unclaimed cheques shall be returned by the Union to the Employer ninety (90) days thereafter.

ARTICLE 24: ENABLING CLAUSE

24.01 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 "Extent Clause". Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one (1) project, for a type of work, for a specific area or for a specific period of time.

If necessary, the parties will establish workable procedures for the drafting of such Letters of Understanding.

SIGNED AT _____ British Columbia, this _____ day of _____, 20 _____.

.....
EVEREADY INDUSTRIAL WESTERN LTD

.....
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115
LOCAL 115

.....
EVEREADY INDUSTRIAL WESTERN LTD.

LETTER OF INTERPRETATION

RE: PERIODIC LEAVE - TURNAROUND

- 1. The phrase "Out-of-Town Projects" contained within the various periodic leave or turnaround clauses shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hour travel, including ferry travel, to the transportation terminal nearest the employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the Employer of five (5) or seven (7) days to be arranged between the employee and the Employer subject to the same qualifiers provided in the periodic or turnaround clauses.
- 2. Employees qualifying for leave shall be returned to the transportation terminal nearest the employee's domicile except members from other locals or out of province employees who shall be returned to the point of dispatch within the Province of British Columbia.
- 3. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.
- 4. The interpretation of periodic or turnaround clauses as noted above shall not be used to interpret any other clause or clauses contained within the various Building Trades Collective Agreements.

SIGNED AT _____ British Columbia,
 this _____ day of _____, 20_____.

.....
 EVEREADY INDUSTRIAL WESTERN LTD

.....
 INTERNATIONAL UNION OF
 OPERATING ENGINEERS, LOCAL 115

.....
 EVEREADY INDUSTRIAL WESTERN LTD.

SCHEDULE "A"SCHEDULE OF TOTAL EMPLOYER/EMPLOYEE
CONTRIBUTIONS

	<u>May 1/05</u>	<u>May 1/06</u>	<u>May 1/07</u>
BENEFITS	\$1.85	\$1.90	\$1.95
PENSION	\$3.00	\$3.25	\$3.50
ADV. FUND	\$0.10	\$0.10	\$0.10

*HOURLY WAGE RATES

	<u>MAY 1/05</u>	<u>MAY 1/06</u>	<u>MAY 1/07</u>
Equipment Opr. 1	\$24.15	\$24.41	\$24.78
Equipment Opr. 2	\$22.00	\$22.41	\$22.78
Senior Technician 1	\$19.40	\$19.81	\$20.38
Technician 2	\$18.40	\$18.81	\$19.38

Foremen shall be required on all jobs requiring six (6) employees or more including a foreman on any other employees under the employer's supervision and will receive one dollar and forty cents (\$1.40) per hour over the highest classification under their supervision.

Equipment Operators may be utilized as Foreman and be paid Foreman's rate.

SCHEDULE "A" CONTINUED
EMPLOYEE CLASSIFICATIONS

1. Equipment Operator I

Must Have Valid Class 3 Driver License with air endorsement.

Hazmat Technicians Level-This is not a prerequisite for equipment operator I. The employer will provide training for this area as time permits.

Must Have competed operator levels 11

Operate Vacuum Truck and High Pressure Waterblast Pump.

Must be able to perform the following daily maintenance **and** troubleshooting.

High Pressure Pump

- Change packings.
- Rebuild guns, foot pedals and bi-pass valve
- Have strong working knowledge of proper tip selection, hose connections and lance rods.
- Have strong working knowledge of how to safely rig hoses.
- Pass field maintenance and operational test.

Vacuum Truck

- Service and grease both the vacuum unit and the tractor.
- Strong knowledge of the vacuum system, how it operates and troubleshooting.
- How to safely rig pipe to allow maximum flow.
- Must have strong knowledge of Employer safety policies for both vacuum and high pressure and will be in charge of crew safety.
- Perform daily paperwork including job report, toolbox talk, permits, lockout procedure and confined space entry log.

2. Equipment Operator 11

Must have Valid Class 3 drivers license (minimum) **and** Operate a minimum of one (1) type of equipment. i.e.: High pressure pump or vacuum truck. Must have a working knowledge of at least one (1) type of equipment.

Training

TDG Certificate

SCBA and SKA Pack Training.

Emergency First Aid.

Perform daily paperwork including job report, toolbox talk, permits, and lockout procedure and confined space entry log.

3. **Senior Technician 1**

Must have working knowledge of,
Basic Vacuum Truck Orientation
Basic High Pressure Water Blasting orientation (4hr course)
Client site indoctrination for all necessary plant sites
Knowledge of basic operation of High Pressure and Vacuum Equipment.,

4. **Technician 2**

Technician will assist operators and provide general help on site, and or shop help as required.

These employees shall have
 Whmis Training
 Eveready Indoctrination

Training and Experience

The selection and advancement of employees needed to meet work requirements shall be done by seniority and through the progression laid out in Schedule A.

The employer shall make every reasonable effort to within one (1) year of hiring new employees the opportunity to perform the required work for each classification.

Where additional courses are required the employer will notify the employee of the required course and shall reimburse the employee for the costs of the course(s).

In the event an employee is unable to progress through the levels in schedule A, the employer shall record this and provide the reasons to the employee in writing.

Disputes regarding progression shall be settled through the grievance and arbitration provisions contained in this agreement.

The employer shall determine the selection and advancement of employees as needed to meet work requirements. The Employer shall make every reasonable effort to provide, current employees within six (6) months of the signing of this Agreement, and within one (1) year of the hiring of any new employees, with opportunity to perform the required work for each classification, and inform and encourage employees to take the necessary courses. The Employer shall reimburse the employees for the cost of the course(s).

Note that the appropriate drivers license for each category is the employee's responsibility.

The Employer shall provide a vehicle to employees, in order for them to take the driving courses, at the Employers discretion. **Requests by employees shall not be unreasonably denied.**

First Aid Man Where Designated

In the event the Employer requests that an employee take a first aid course, the Employer shall pay the cost.

Level 3 Ticket required - fifty cents (\$0.50) above his classified rate.

Level 2 Ticket required - thirty cents (\$0.30) above his classified rate.

Level 1 Ticket required - twenty cents (\$0.20) above his classified rate.

Manning Clause:

All equipment shall be manned, in accordance with classifications as listed in Schedule "A" and in addition to the manning provisions therein contained, when an **operator** requires assistance in addition to any that must be provided for, he shall be assisted by an employee covered by this Agreement.

Machine and Work Assignment:

If an Employee is regularly assigned to a work assignment from Monday through Friday in a given week and work is required after regular hours, or on the Saturday, Sunday and/or General Holiday of that week, the Employee will be assigned to that particular work assignment provided the Employee is available.

The foregoing shall be performed in accordance with the accepted practice within the Industry or as may be mutually agreed to between the Employer and the Union.

APPENDIX B

EVEREADY INDUSTRIAL WESTERN LTD

BRANCH LOCATION _____.

TO: _____ **DATE:** _____.

FROM: _____.

POSITION: _____.

SUBJECT: WRITTEN WARNING

INCIDENT:

CORRECTIVE ACTIONS:

FOLLOW-UP

I HAVE RECEIVED A COPY OF THIS WARNING:

**COPY: SHOP STEWARD
BUSINESS REPRESENTATIVE**

SIGNATURE _____ **DATE SIGNED**

.

PRINT NAME _____.

This is to document discipline action. Additional information may be attached. All disciplinary action is subject to the grievance and arbitration procedure.

APPENDIX B

EVEREADY INDUSTRIAL WESTERN LTD

BRANCH LOCATION _____.

TO: _____ **DATE:** _____.

FROM: _____.

POSITION: _____.

SUBJECT: WRITTEN WARNING

INCIDENT:

CORRECTIVE ACTIONS:

FOLLOW-UP

I HAVE RECEIVED A COPY OF THIS REPRIMAND:

**COPY: SHOP STEWARD
BUSINESS REPRESENTATIVE**

SIGNATURE _____ **DATE SIGNED**

.

PRINT NAME _____.

This is to document discipline action. Additional information may be attached. All disciplinary action is subject to the grievance and arbitration procedure.

APPENDIX B

EVEREADY INDUSTRIAL WESTERN LTD

BRANCH LOCATION _____.

TO: _____ **DATE:** _____.

FROM: _____.

POSITION: _____.

SUBJECT: WRITTEN WARNING

INCIDENT:

CORRECTIVE ACTIONS:

FOLLOW-UP

SUSPENSION: FROM _____ **TO** _____.
RETURN TO WORK DATE _____.

**I HAVE RECEIVED A COPY OF THIS:
SUSPENSION LETTER.**

**COPY: SHOP STEWARD
BUSINESS REPRESENTATIVE**

SIGNATURE _____ **DATE SIGNED**

.

PRINT NAME _____.

This is to document discipline action. Additional information may be attached. All disciplinary action is subject to the grievance and arbitration procedure.

LETTER OF UNDERSTANDING #1

RE: Dredge Work

This letter signifies the Parties' intent to negotiate terms and conditions for dredging work in the event the employer commences that type of work in British Columbia.

SIGNED AT _____ British Columbia,

this _____ day of _____, 20_____.

.....
EVEREADY INDUSTRIAL WESTERN LTD

.....
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

.....
EVEREADY INDUSTRIAL WESTERN LTD.

LETTER OF UNDERSTANDING #2

RE: Permit Fees

The company agrees to pay to the Union a permit fee **equal to the pension and benefit contributions as and Union dues stipulated in this agreement** per hour worked for any employees of the company and or other workers under the direction of the company who are not members of the union. This fee is not required where the customer provides its own **regular** employees to assist the company.

SIGNED AT _____ British Columbia,
this _____ day of _____, 20_____.

.....
EVEREADY INDUSTRIAL WESTERN LTD

.....
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

.....
EVEREADY INDUSTRIAL WESTERN LTD.

LETTER OF UNDERSTANDING #3

BY AND BETWEEN;

EVEREADY INDUSTRIAL WESTERN LTD.

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Branch seniority shall be recognized. Employees shall not use Company seniority to bump into other branches on layoff.

- 1. All other sections of Article 9, Seniority of the Collective Agreement shall remain as is.**
- 2. When an employee moves to another branch through the provisions set forth in the collective agreement, branch and company seniority shall be recognized as the same.**
- 3. Temporary Branches: Where a new branch is opened and subsequently closed for whatever reason, any employee having transferred to that branch shall have the right to return to the branch from which he/she transferred with full recognition of seniority. Branches shall be recognized as temporary when opened for less than twelve (12) months.**

SIGNED AT _____ British Columbia,

this _____ day of _____, 20_____.

.....
EVEREADY INDUSTRIAL WESTERN LTD

.....
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

.....
EVEREADY INDUSTRIAL WESTERN LTD.

LETTER OF UNDERSTANDING #4

RE: 14.04 Employee Lists-Key Man Provision

The Parties agree that it may be necessary on occasion for the Company to hire into or transfer within the bargaining unit skilled or experienced personnel to maintain a branch/division's essential skills and or experience.

Employees hired or transferred under the provisions of this letter shall have an appropriate seniority date determined by the parties in order that those skills/experience may be utilized.

No employee shall be hired or transferred under the provisions of this letter without prior consultation with the Union to identify the reasons for the hire/transfer and the selection of the appropriate seniority date for the employee.

It is agreed that the utilization of this letter is not to interfere with the normal training and experience provisions referred to in Schedule A. In the event of a dispute concerning the application of this letter arises it may be referred to the grievance and arbitration process as laid out in the Collective Agreement.

SIGNED AT _____ British Columbia,

this _____ day of _____, 20 _____.

.....
EVEREADY INDUSTRIAL WESTERN LTD

.....
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

.....
EVEREADY INDUSTRIAL WESTERN LTD.

LETTER OF UNDERSTANDING #5

RE; JOB MEETINGS – SHUT DOWNS/PROJECTS

SHUTDOWNS/PROJECTS

Where employees from different branches are used in combination on a particular project/shutdown the following general guidelines shall be adhered to.

- 1. Employees from the branch in the area of – or closest local to the shutdown/project shall be offered the first opportunity to work on the shutdown/project.**
- 2. During the shutdown local employees shall not be paid less hours than those working the shut down.**
- 3. All shutdown/projects using a combined workforce shall be preceded by a prejob meeting between the company and the Union. The purpose of this meeting is to identify the names of employees being sent to the shutdown/project and the skills they are providing.**
- 4. When employees from other branches are used wherever possible the company shall offer the work opportunity to those employees who have not been working full time ie. less than 40 hours per week.**
- 5. Where employees of different branches of the company are required to work on a common project, all employees shall be paid the same rate.**

SIGNED AT _____ British Columbia,

this _____ day of _____, 20_____.

.....
EVEREADY INDUSTRIAL WESTERN LTD

.....
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

.....
EVEREADY INDUSTRIAL WESTERN LTD.

