

COLLECTIVE AGREEMENT

Between

H. & J. EQUIPMENT REPAIR LTD.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 115

DURATION: July 2, **2005** to July 1, **2008**

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

H. & J. EQUIPMENT REPAIR LTD.

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

ARTICLE 1: OBJECTS

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

1.02 *For the purpose of this Collective Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.*

ARTICLE 2: DURATION

2.01 This Agreement shall be in full force and effect from and including July 2, **2005**, to and including July 1, **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 July 1, **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 the Collective Agreement or a new Collective Agreement.

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

2.03 *The operation of Section 50 (2) and (3) of the Labour Relations Code of B.C. is hereby excluded.*

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Union recognizes and agrees that:

- (a) The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- (b) The Company has and shall retain the right to select its employees, to hire, classify, promote, 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.

ARTICLE 4: BARGAINING AGENCY

- 4.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of H. & J. Equipment Repair Ltd., employed at the place(s) set out in the certificate(s) of bargaining authority and at any other premises opened or taken over by the Company in British Columbia.
- 4.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 4.03 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.
- 4.04 The right to hire employees of 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 may have the opportunity to provide the Company with suitable applicants.
- 4.05 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 the 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.
- 4.06 Amounts Deducted - 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.

ARTICLE 5: HOURS OF WORK AND OVERTIME

*5.01 Day Shift - The standard work day shall consist of eight (8) hours, 7:30 A.M. to 4:30 P.M. The standard work week shall consist of forty (40) hours, Monday to Friday. Graveyard shift shall lead off at 12:01 A.M. Monday.

Hours of work may be changed by mutual agreement between the Company and the Union.

*See Letter of Understanding.

5.02 Afternoon Shift - If a second shift is employed, the hours of work shall be seven and one-half (7 1/2) hours of work between the hours of 4:00 P.M. and 12:00 A.M., for which eight (8) hours will be paid and a shift premium of thirty-five cents (\$0.35) shall be added on to the classified hourly rate.

5.03 Night Shift - If a third shift is employed, the hours of work shall be seven (7) hours of work between the hours of 12:00 A.M. and 7:30 A.M. for which eight (8) hours shall be paid and a shift premium of fifty cents (\$0.50) shall be added on to the classified hourly rate.

5.04 Tuesday to Saturday Work Week

(a) Five (5) consecutive eight (8) hour day shifts, Tuesday to Saturday inclusive, shall constitute the regular work week on this shift.

(b) Sundays and Mondays shall be regular consecutive days off for this shift and any work performed on these days shall be paid at the overtime rate as provided for in the Collective Agreement.

NOTE: Regular consecutive days off may be changed by mutual agreement between the Company and the Union.

(c) Sunday and Monday being regular days off, any General Holiday falling on or celebrated on these days off shall be celebrated on Tuesdays. All General Holiday payment provisions contained in this Agreement shall be applicable to this Tuesday General Holiday.

(d) All other benefits of the Collective Agreement shall apply to the employees on this shift.

5.05 Provincial Fire Regulations - In cases where hours of work must be varied in customer camps to comply with Provincial Fire Regulations, such work carried out under these conditions shall be at straight time rates for the first eight (8) hours.

5.06 Lunch Period - Each shift shall have a half-hour lunch period at mid-shift.

5.07 Shift Change - The Company shall give the employee twenty-four (24) hours' notice prior to changing of shifts.

5.08 Shift Transfer - When it is necessary for an employee to be transferred from one shift to another shift, said shifts will continue for a minimum of three (3) consecutive normal working days, or the overtime rates as provided for in this Agreement will apply.

5.09 Rest Between Shifts - It is intended that every employee should have eight (8) hours rest between shifts. In the event that an employee is recalled to work before such eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

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

5.10 (a) Work Before Regular Shift - Employees called in before their regular starting time shall be paid at the double time rate for time worked prior to their regular starting time.

(b) Work After Regular Shift - Employees called back to work after their regular shift shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.

5.11 Overtime - Time worked in excess of eight (8) hours shall be paid for at overtime rates. **All hours of** overtime of any normal working day shall be paid at time and one-half (1 ½x).

All hours worked on Sunday and/or General Holidays shall be at the double time (2 x) rate of pay.

5.12 (a) An employee reporting for work on his regular shift shall receive a minimum of four (4) hours' pay at his regular rate.

(c) An employee called to work on a Saturday, a Sunday or on a General Holiday, (or day observed as General Holiday), shall receive a minimum of four (4) hours' pay at the prevailing overtime rates.

(d) The provisions of this Section shall not apply if an employee voluntarily quits or lays off, or is discharged for proper cause.

5.13 Preparation Time - The Company will allow and pay for one (1) hour's personal preparation time to employees being sent on out-of-town jobs for a period of overnight or longer at regular rates up to time and one-half. This will not be paid if an employee prepares for a trip during his normal working hours.

5.14 Work Through Regular Lunch Break - Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.

5.15 Accident on the Job - Employees involved in an accident while on the job, shall receive eight (8) hours' pay at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided

a doctor's letter or note is supplied and he returns to complete the day's work, if practicable.

5.16 Overtime Voluntary - All overtime shall be on a voluntary basis.

5.17 Overtime Calculation - Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a fifteen (15) minute unit basis. If an employee works any part of a fifteen (15) minute unit, he shall receive credit for time worked for that full fifteen (15) minute unit.

If the Company has a time clock when an employee works overtime his time worked shall be calculated on a 10 or 12 minute period depending on time clock calibration. If an employee works any part of a 10 or 12 minute unit, he shall receive credit for time worked for that full 10 or 12 minute unit.

5.18 (a) Overtime Meals - Employees who work beyond ten (10) hours per day shall receive a maximum of one-half (1/2) hour's pay for time off to eat a meal, and each four (4) hours thereafter, but may take up to forty-five (45) minutes off for such purpose. Further to this, if an employee feels that he requires additional time off, he will request such additional time from the Foreman and if the request is reasonable the Foreman shall grant same. This break shall occur at the regular meal hour.

(b) The Company shall pay the cost of such a meal subject to the following conditions. The meal allowance will be a maximum of thirteen dollars (\$13.00) and in all cases receipts shall be obtained and turned in to the Company with the amounts being justified by the prices in the area involved.

(c) Employees working in the field beyond ten (10) hours per day shall receive twelve dollars (\$12.00) for an overtime meal for which receipts will not be required.

ARTICLE 6: DEFINITION OF EMPLOYEE

6.01 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 Board of British Columbia. "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.

ARTICLE 7: GRIEVANCE PROCEDURE

7.01 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 shall be resolved in the following procedural manner:

(a) 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.

- (b) 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.
- (c) 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.

7.02 Arbitration - If the procedure set forth in (a) and (b) above 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 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 Honourable, the Minister of Labour of British Columbia to appoint such third member.

The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement in writing.

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 it 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 he would have enjoyed if he had been hired at the proper time provided, that if it is

shown to the Board that the employee has 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 all 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 hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

- (d) 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.

7.03 Discharge and/or Suspension - Any discharged or suspended employee may, within seventy-two (72) hours of his discharge, (exclusive of Saturdays, Sundays and General Holidays) in writing, require the Company to give him the reasons for his discharge 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 of such an employee, only the reasons so set forth in writing, shall constitute cause.

7.04 Grievances pertaining to discharge and suspensions will not be processed under Section 87(1) of the Labour Relations Code of British Columbia, unless there is a mutual agreement between the parties.

ARTICLE 8: SENIORITY

8.01 Seniority List - The Company shall at least once every six (6) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.

8.02 Probation Period

- (a) When a new employee is hired, it is agreed that he shall be on probation for ninety (90) calendar days and during this period, seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring.
- (b) Days absent due to sickness or injury will not be included in the probation period.

8.03 Employee - Re-Employment - An employee re-entering the employ of the Company within twelve (12) months after his right to recall has expired shall not be subject to another probation period.

8.04 Lay-Offs - In the event of lay-offs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification. The Company shall endeavour to provide as much layoff notice as possible but the Company shall give at least forty-eight (48) hours' notice of lay-offs.

8.05 If lay-offs occur, providing a senior man is capable of performing another job, in either a higher classification or lower classification, he shall be given the opportunity to take such a job.

8.06 Seniority Retention - A laid-off employee shall retain his seniority and recall rights for twelve (12) months.

8.07 Recall - When vacancies occur, the Company shall rehire laid-off employees according to their seniority and the principle of last man off, first man on shall prevail subject to job classification. The Company shall make personal contact with laid-off employees and if unable to do so, they shall send the employee a couriered letter and copy the Steward and the Union.

It is the employee's responsibility to keep the Company advised of his current address and telephone number.

8.08 Continuous Service - If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such lay-off.

8.09 Promotions - When new jobs are available, wherever possible, the Company will promote employees to a better paying job; seniority, qualifications and ability to be considered.

8.10 The seniority date for all employees will be established based on their hire date and length of continuous service with the Company whether their service is in the bargaining unit position or not. Service with the Company in a non-bargaining position will be accumulated but may not exceed four (4) years. If the length of service in a non-bargaining unit position exceeds four (4) years, then this will be the maximum amount that will be added to their service in a bargaining unit position in determining the employee's seniority date.

8.11 Seniority standing will be cancelled through:

- (a) voluntary resignation.
- (b) exceeding authorized leave of absence unless for reasons acceptable to the Company.
- (c) accepting unauthorized employment while on leave of absence, as provided in Article 13.17 (d).
- (d) not reporting when recalled to work from layoff, within three (3) working days of receiving notice to do so per Article 8.08, unless failure to report to work was reasonable and unavoidable; it being understood that the employee recalled may refuse a recall of up to five (5) consecutive work days or such other mutually agreed duration. Employees who refuse recall under this Article cannot bump a junior employee who accepted work for the period of time the senior employee refused.

Should the recall period of work extend beyond five (5) consecutive work days, the senior employee will be offered such additional work.

- (e) discharge and not reinstated under the terms of this Agreement.
- (f) layoff beyond the employee's seniority retention period.
- (g) acceptance of layoff or severance pay under the provisions of Article 13.31 or 13.32.

ARTICLE 9: VACATIONS

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

0 - 59 months	=	2 weeks (4.5%)
60 - 119 months	=	3 weeks (6.5%)
120+ months	=	4 weeks (8.5%)

9.01 Vacation Period - If an employee so requests, the Company will provide one (1) week of the employee's vacation time in the months (January 15th to September 15th). If a dispute arises, vacation periods will be allocated on the basis of seniority.

9.02 Vacation 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.

9.03 Vacations Requirement to Take - Each employee shall be required to take the full annual holiday period that he is entitled to under the provisions of this Agreement.

- 9.04 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.
- 9.05 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;
- 9.06 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.
 - (d) lay-off within the right to recall period.
- 9.07 Vacation Anniversary Date - An employee's anniversary of employment date will govern his attainment of vacation entitlement. His vacation pay and time off will be adjusted from his anniversary date.

ARTICLE 10: GENERAL HOLIDAY PAY

- 10.01 (a) Designated Holidays - The Company shall give to each employee a holiday with pay on each of the designated general holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated general holidays shall be:

New Year's Day	Victoria Day	Thanksgiving Day
Good Friday	Canada Day	Remembrance Day
Easter Monday	B.C. Day	Christmas Day
Labour Day	Boxing Day	

and any other holiday declared, proclaimed or celebrated by the Federal and/or Provincial Government.

When a General Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off then the next work day shall be observed as the Holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday, respectively, or on an employee's weekly days off, then the next two (2) work days shall be observed as holidays.

10.02 General Holiday Pay Will Be Paid - Without limiting the general application of sub-section 10.01 of this section, but subject to the provisos contained herein, general holiday pay provisions will prevail:

- (a) Where an employee is off work due to any circumstances for which he is eligible to receive compensation under the Workers' Compensation Act, provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday.
- (b) Where an employee works the regular shift before and after a designated holiday.
- (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.

10.03 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 11: WAGES

11.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classifications and applicable wage rates shall be those agreed upon and set out in Appendix "A", attached hereto, and forming part of this Agreement.

11.02 Payment of Wages - The Company shall, every second Friday, pay to each employee 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 pay day, payment will be made the preceding day.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time, and unless proper reason for the delay is forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until the wages are paid or other arrangements are made.

In the event that an employee is laid off, the Company shall pay such employee not later than three (3) working days after he ceased to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions.

11.03 Itemized Pay Statement - The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions therefrom.

11.04 Time Slips - An employee shall be required, on Company time, to fill out time slips, service reports and job or work reports daily if the Company so requests.

11.05 Work in a Higher Rate Classification - Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification.

ARTICLE 12: TRANSPORTATION AND EXPENSES

12.01 (a) Travel Time - Transportation - Expenses

- (i) Travel time and waiting time during the employee's regular shift hours will be paid for at straight time.
- (ii) Travel time and waiting time authorized by the Company or the customer, outside the employee's regular shift hours, will be paid for at time and one-half up to a maximum of eight (8) hours in any twenty-four (24) hour period.
- (iii) All travel time and waiting time on the employee's regular scheduled days off and any General Holiday will be paid for at time and one-half to a maximum of eight (8) hours in any twenty-four (24) hour period.
- (iv) The exception to this provision would be where first-class sleeping accommodation is provided. In this instance, time would cease at 9:00 P.M. and commence at 8:00 A.M. the next day.
- (v)
 - 1. Travel time at double time rates shall be paid outside the regular hours of work for those employees travelling in Company or rented trucks or cars. This provision shall not apply when an employee is travelling by a public carrier or to and from a public carrier.
 - 2. Public carriers shall be defined as follows: buses, taxis, aircraft, trains, boats and any vehicle licensed to transport passengers and operated by a licensed operator (exclusive of Company trucks or cars mentioned in (v) 1. preceding).

Buses, aircraft or boats that may be chartered or purchased by the Company to transport employees shall be licensed to transport passengers and operated by an operator holding a current appropriate license to do so.

Travel time by employees outside the regular shift hours under (v) 2. preceding shall be at time and one-half, as defined in (ii), (iii) and (iv).

- 3. The exception to this provision would be where first class sleeping accommodation is provided while travelling on a public conveyance. In this instance, time would cease at 9:00 P.M., and commence at 8:00 A.M., the next day.

- (b) Employees required to report for work outside their base branch area who do not return daily shall be paid all their transportation, accommodation and meal expenses.
 - (c) Air Travel Insurance - If an employee is required to travel by air on Company business, the Company agrees to provide flight insurance in the amount of one hundred twenty-five thousand dollars (\$125,000.00) at no cost to the employee. Insurance should not be purchased by the employee at the time the flight is taken as it is covered in the Company's corporate insurance policy.
- 12.02 (a) Work Outside City Limits - In going to work outside the limits of their base branch area and returning daily, men shall be at such city limits at the starting time, and allowed time to return to such city limits at the close of the work day. They shall be paid all fares to and from the city limits to place of work, or alternatively, be supplied with transportation by the Company. It is understood that where employees reside in the city where the work is being done, they shall report to and finish work at the regular starting and stopping time.
- (b) All time spent driving or riding in a motor vehicle to and from such job or jobs shall be considered as time worked.
- 12.03 Employee Vehicles - No employee vehicles shall be used on Company business under any circumstances.
- 12.04 (a) Jobs Away From Home - When an employee is going out on a job which will require his absence from home for one or more nights, the Company shall inform such an employee, on or before the day of his departure, of the approximate length of time he will be out on the job. If an employee is sent out on one job and subsequently is assigned to other jobs, the total period will not be extended beyond fourteen (14) days.
- (b) If there is reason to extend this period, and the employee requests to return home, the Company will transport such an employee back to his home base and during such transportation such an employee shall be accorded all the benefits and conditions as to travelling as provided under this Agreement.
 - (c) This will not preclude long term out-of-town assignments which will be arranged in advance.
- 12.05 Lay-over and Standby Time - If an employee reports to a field job outside their base branch area and through no fault of his own, is unable to work, he shall immediately contact the Company for instructions. Nevertheless, while being required to stand by the job, he shall be paid for a regular shift of eight (8) hours in each twenty-four (24) hours. Standby time on regular scheduled days off and General Holidays shall be at straight time.

ARTICLE 13: GENERAL PROVISIONS

- 13.01 Injury Report - An employee suffering injury while in the employ of the Company must report to the first aid department immediately, or as soon thereafter as practicable, and also report to that department on returning to work.

- 13.02 Washroom Facilities - Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 13.03 Hand Cleaner - Hand cleaner shall be supplied in the shop.
Waterless hand cleaner shall be supplied for off-property mechanical operations.
- 13.04 Coveralls - All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied, shall be of the proper size to fit the employee. There shall be at least two (2) changes available each week to the employees involved, and field servicemen going out on calls shall have several extra sets of coveralls to take with them when they go out on such calls.
- 13.05 Lunch Room - The Company will supply suitably enclosed heated accommodation where employees may have their lunch.
- 13.06 Lockers - The Company shall supply lockers for each employee covered by this Agreement.
- 13.07 Coffee Breaks - An employee shall be granted two (2) ten (10) minute breaks during the course of each shift, one in each half of the shift. He shall also be entitled to a ten (10) minute break at the end of his regular eight (8) hour shift when requested to work up to one (1) hour or more of overtime. He will then be entitled to a further ten (10) minute coffee break every four (4) hours of overtime thereafter, to coincide with Article 5.21 (a). If an employee is working off the Company's premises, these breaks shall be increased to fifteen (15) minutes.
- 13.08 Clean-Up Time - Employees shall be allowed a minimum of five (5) minutes personal clean-up time each shift, such time to precede the end of the shift.
- 13.09 Shop Temperature - With the cooperation of employees, the Company will attempt to maintain shop temperatures above 50 degrees Fahrenheit (10 degrees Celsius), during cold weather. The Company agrees not to require its employees to perform outside repair work in temperatures below -20 degrees Fahrenheit (-29 degrees Celsius), unless adequate protection and some form of heat is provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.
- 13.10 Protective Clothing - The Company shall supply protective clothing for use by the employee when the employee is engaged in cleaning equipment or working in severe winter conditions.

NOTE: It must be recognized that an understanding of this nature requires a high degree of cooperation between employees and the Company. Employees will not arbitrarily stop work without advising their supervisors.

13.11 Shop Stewards

- (a) The Union may select or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- (b) When the Company for any reason finds it necessary to terminate or lay-off a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or lay-off.
- (c) Upon informing Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
- (d) The Shop Steward shall be allowed reasonable time during working hours to carry out his duties. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.

It is agreed that the Business Representative will not interfere with employees during working hours without permission of management.

13.12 Picket Line - It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an Employer with whom the picketing Union has a dispute.

13.13 Supervisors, Office Personnel Do Not Work - No supervisors or office personnel will be allowed to use hand tools or carry out work which would be normally done by employees in the bargaining unit, except in the instructing or training of employees.

13.14 Bonding - If, at any time, the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company. An employee shall not fill out the required bonding application form until such application form has been sanctioned by the Union.

13.15 (a) Tool Insurance - The Company shall provide, at its expense, tool insurance coverage to each eligible Journeyman and Apprentice. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, at no cost to the employee when the tools are lost or damaged due to theft, vandalism, fire or flood or when being transported by public carrier.

Such tool insurance shall include coverage on an employee's tool box and shall include accidental damage to the box during the course of employment providing such damage was not willfully caused by the employee.

(b) Tool Inventory - Each year employees will provide a brand name inventory of his tools on a form supplied by the Company to be eligible for tool insurance and tool allowance.

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

13.17 Leave of Absence

- (a) (i) Union Service - The Company shall allow time off work without pay for any employee who is serving on a Union Committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (ii) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.
- (b) (i) Leave of Absence Due to Injury - When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work.
- (ii) When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.
- (c) Leave of Absence - Application For - If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union. Employees will not be entitled to benefit coverage while on personal leave of absence.
- (d) Leave of Absence - Other Employment - In any instance where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.
- (e) Maternity/Parental Leave - Employees shall be eligible for maternity and parental leave in accordance with the B.C. Employment Standards Act.
- (f) Personal Leave of Absence - During an authorized personal unpaid leave of absence, the following will apply:
 - (i) Vacation Entitlement - In accordance with Article 9.09 of the Collective Agreement, eligibility for vacation shall be maintained but not accumulated during the term of the leave of absence.
 - (ii) Seniority - Other than for emergency compassionate leave, an individual's seniority shall be maintained but not accumulated during the term of the leave of absence. As the hire date is used for seniority purposes, upon

return after an authorized leave of absence, an employee's hire date will be adjusted to reflect the term of the leave of absence.

- (iii) Medical, Insurance, Dental - An individual's coverage for medical, insurance and dental will stop on the first of the month following the start of the leave of absence and will start on the first of the month after the end of the leave of absence.
- (iv) Wages/Pension - Wages and pension contributions will stop on the last day of work and start on the first day of work.

13.18 Union Notices

- (a) Notice Board - A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Steward:
 - (i) Seniority list;
 - (ii) Copy of the Agreement;
 - (iii) Benefits Plan Provisions.

Any employee requiring such information shall contact the Shop Steward for same.

13.19 Technological or Procedure Changes - In the event the Company proposes the introduction of equipment in its operations, requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an aptitude test, cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change. Failure on the part of the Company to comply with these provisions will automatically give cause for grievance.

13.20 Job Posting

- (a) In the event that a new job is created or a vacancy occurs, a Company notice shall be posted notifying everyone that a vacancy exists for that particular job. A copy of the posting will be given to the Shop Steward.
- (b) Employees desiring such job shall then apply, in writing, within thirty-six (36) hours of such posting, except that employees on vacation or out of town on work for the Company at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the

Technological or Procedure Changes section of this Agreement, shall receive such job.

- (c) Jobs will be posted when a new employee, hired to fill a vacancy, has worked at least sixty (60) of the previous ninety (90) working days.
- (d) New employees laid-off as a result of this posting procedure will not be entitled to recall rights or benefit coverage upon lay-off.

13.21 New Job Classification

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A", the Company and the Union shall promptly negotiate a wage rate for such classification.
- (b) Every effort will be made by the parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day the new job commenced.
- (c) In the event the parties hereto are unable to conclude negotiations the matters in dispute shall be referred to a single Arbitrator agreed upon between the parties. Failing such agreement, either party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

13.22 Bereavement Pay - If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for three (3) days, provided the employee is both scheduled and available for work. Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, grandparents and grandchildren. If the employee affected does not attend or arrange services then he shall only be entitled to one (1) day as provided under this Section.

Employees on vacation shall be eligible for bereavement leave and pay.

13.23 Jury Duty

- (a) All time lost by an employee due to necessary attendance on jury duty or acting or subpoenaed as a witness in any court proceedings arising out of his employment, 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) If an employee is employed on an afternoon or graveyard shift and attends upon jury duty or if an employee is attending upon jury duty or acting as a witness and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty or acting as a witness as provided in this Subsection. All jury duty pay received by an employee for the days he received pay from the Company shall be paid over to the Company. Any employee on jury duty shall, subject to this Section, make himself available for work before or after being required for such duty whenever practicable during his regular shift.

- (c) When an employee returns from serving jury duty or from participating as a witness, he will be returned to the job he held prior to serving.
- 13.24 Review of Employee File - An employee shall have access in a timely manner to review their personnel file in the presence of the Manager. The employee may authorize the Shop Steward to review the file on their behalf.
- 13.25 Article Headings - The article headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.
- 13.26 Truck Maintenance and Safety - It is to the mutual advantage of both the Company and the employees, that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by law. The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management and in respect thereto the Company agrees as follows:
- (a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
 - (b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes.
 - (c) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all vehicles shall have adequate heaters, windshield wipers and defrosters installed.
 - (d) It is mutually agreed that a form shall be supplied the driver on which he must report defects in equipment with sufficient copies so that the driver may retain a copy and so that the head office of the Company will have a copy of this report on file.
 - (e) When a driver reports a defect in equipment, he must tag or mark the vehicle in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the out-going driver.
 - (f) The Company shall not compel any driver to operate a vehicle which weighs in excess of the legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers, who of their own accord, operate with an overload may be subject to discipline and responsible for their own fines.
 - (g) The Company shall supply a fire extinguisher and an adequate first aid kit for each service vehicle. Each uncovered service vehicle shall be equipped with a tarpaulin.
 - (h) Van type vehicles shall be equipped with a bulkhead between the passenger and cargo department.

13.27 Working Alone

- (a) Where an employee is employed under conditions which present a significant hazard of disabling injury, and when the employee might not be able to secure assistance in the event of injury or other misfortune, the Company shall provide a means of periodically checking the well-being of the employee. Checks shall be made at such intervals and by such means as are appropriate to the nature, hazard and circumstances of the employment.
- (b) To ensure the safety of servicemen working in the field, the following are the call-in procedures while they are performing service work away from the branch premises:
 - (i) All servicemen working in the field will call the branch at the beginning of each day advising the Service Manager of his destination and the jobs to be performed.
 - (ii) If a customer representative is not available to assist the serviceman, the serviceman will call the Service manager. A decision will be made at that as to the job and call in procedure for that particular day.
 - (iii) On the completion of each job or at the end of each day, all servicemen working in the field will call the branch advising the Service Manager of his location and the jobs that were performed.

13.28 Safety Clothing - The Company will provide rubber clothes, rubber boots, welders' gloves, welders' aprons of a reasonable fit and a reasonable quantity, as a tool crib item for shop, yard and field use. Hard hats will be issued by the Company for job use where required.

13.29 Prescription Safety Glasses

- (a) Each employee with twelve (12) months service, required to wear prescription safety glasses, on June 1st shall be reimbursed by the Company for one hundred and thirty-five dollars (\$135.00) towards the cost of the glasses.
- (b) Prescription lenses shall be replaced only on Doctor's notification. This reimbursement is limited to one per year per employee.

13.31 Layoff Pay - If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this Agreement and that employee has a minimum of two (2) years' service with the Company he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept lay-off pay under the provisions of this Section before the end of his right to recall period, but in so doing shall forfeit all seniority rights accruing to him under this Agreement, by reason of his term of service with the Company.

13.32 Severance Pay - In the event of amalgamation, permanent closure of the plant, or a department 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 two (2) years' service with the Company.

Severance pay shall be based on an employee's regular rate of pay 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 seventeen (17) weeks.

In the event that part of the plant 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 employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of Subsection (a) of this Section, request and receive payment of such pay.

- 13.33 Upgrading - The Company agrees to consider the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work. The cost of Tradesmen Qualification Examinations will also be considered.

The Company will be consulted prior to the employee incurring the obligation.

- 13.34 Joint Management/Union Liaison - On the request of either Party, the parties shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

- 13.35 Hiring Kit - The Company shall put in each new employee's hiring kit, a Union membership card and a dues deduction card. A supply of membership cards and dues deduction cards to be provided by the Union to the Company. The employee shall immediately fully complete said cards and return them to the Company. Upon receipt from the employee, the Company shall submit the membership card to the Union in a timely manner and shall retain the dues authorization card in the employee's file.

- 13.36 First Aid Attendant - When an employee is designated as First Aid Attendant by the Company, as set out in Article 8.04 (b) they shall receive thirty-five cents (\$0.35) per hour above their classification. The Company will reimburse the cost of tuition and course texts for certification and re-certification of any appointed First Aid Attendant upon successful completion of an approved course, and at such time they shall be so designated and receive the applicable premium.

Wherever an employee is required as a First Aid Attendant, an advice notice will be circulated in the Branch and the senior employee fulfilling job requirements, shall be appointed. Where no bargaining unit first-aid person is available, a non-bargaining unit employee may temporarily fill that role.

Where there is a requirement for a Level II or higher First Aid Attendant, the premium will be fifty cents (\$0.50) per hour above their classified wage rate.

13.37 Moonlighting - No employee shall undertake any work outside the Company premises which could be construed in any way as competitive with the Company. It is understood that an employee on layoff may practice his trade but may not solicit business from the Company's customers as a self-employed person.

The term "moonlighting" shall refer to an employee who works for two or more employers. When this practice affects the Company's business or the employee's ability to perform his job, it shall be cause for discipline.

Prior to undertaking any personal interest or employment which could be in conflict with this Article, the employee will advise and receive approval for same from the Company.

ARTICLE 14: MEDICAL: INSURANCE: DENTAL: PENSION

14.01 Effective July 2, **2005**, the Company shall make contributions at the rate of **one dollar and eighty cents (\$1.80)** per hour for which wages are earned hereunder by each employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

Effective July 2, **2006** this contribution will increase to **one dollar and ninety cents (\$1.90)** per hour.

Effective July 2, 2007 this contribution shall increase to two dollars (\$2.00) per hour.

This contribution will be based on hours earned, i.e., time and one-half or double the contribution rate for overtime hours.

The Operating Engineers' Benefits Plan and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives designated by the Union.

The Company agrees to be bound by the terms of the Trust Agreement.

The Company is required to report on the forms provided by the Benefits Plan and Pension Plan.

Contributions must be forwarded by the Company to the Operating Engineers' Benefits Plan and Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

In the event an employer fails to remit contributions to this Plan, in conformity with this section of the Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

The Business Representative of Local 115 may inspect, during regular business hours, an Employer's record of time worked by employees and contributions made to the Plan.

Payments to the Benefits Plan and Pension Plan shall be made by cheque, payable at par at Burnaby, Province of British Columbia, to the Operating Engineers' Benefits Plan and Pension Plan.

Other personnel of the Employers party to this Agreement may become Associate Members as provided for in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time.

Benefits which will be provided under this Plan are as follows:

- (a) Medical surgical benefits;
- (b) Weekly Indemnity benefits for non-occupational sickness and accident;
- (c) Pension Plan;
- (d) Such additional benefits as the Trustees of the Plan shall periodically determine.

14.02 Pension Plan - Effective July 2, **2005**, the Company shall make contributions at the rate of **two dollars and ninety cents (\$2.90)** per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective July 2, **2006** this contribution will increase to **three dollars (\$3.00)**.

Effective July 2, 2007 this contribution shall increase to three dollars and ten cents (\$3.10).

This contribution will be based on hours earned, i.e., time and one-half or double the contribution rate for overtime hours.

The Company is required to report on the forms provided by the Pension Plan.

Contributions must be forwarded by the Company to the Operating Engineers' Pension Plan by the fifteenth (15th) of the month following that which contributions cover.

The Pension Plan's Auditor may inspect during regular business hours a Company's record of time worked by employees and contributions made to the Plan.

The Pension contributions will not apply to Sick time hours.

ARTICLE 15: SAVINGS CLAUSE

15.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule attached hereto or working fewer 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.

15.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.

15.03 (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of

such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

Signed this _____ day of _____, **2005**.

H. & J. EQUIPMENT REPAIR LTD.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

APPENDIX "A": CLASSIFICATIONS AND HOURLY WAGE RATES

	<u>July 2, 2005</u>	<u>July 2, 2006</u>	<u>July 2, 2007</u>
Mechanics	\$27.05	\$28.05	\$28.55
Welders	\$27.05	\$28.05	\$28.55

Wages to be incremental at six (6) month intervals up to two (2) years (at discretion of employer for new employees).

0 - 6 months	82.5% of rate
6 - 12 months	87.5% of rate
12 - 18 months	92% of rate
18 - 24 months	95.5% of rate

APPRENTICES:

- (a) All Apprentices employed by the Company shall be indentured to the Operating Engineers' Apprenticeship Plan in accordance with the provisions of the Operating Engineers' Apprenticeship Plan.
- (b) The length of an Apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the Provincial Apprenticeship Branch unless specified otherwise in the Operating Engineers' Apprenticeship Plan or in this Schedule.
- (c) Any registered Apprentice who, as a requirement of his apprenticeship, attends school shall be paid his regular wages by the Company, based on a forty (40) hour week while attending school. This pay shall only apply for up to a maximum of five (5) weeks in each calendar year and the amount of any Government grant received by such an Apprentice shall be deducted therefrom.

An Apprentice may apply any unused banked overtime to cover the sixth (6th) week of attendance at school. An Apprentice may also borrow one (1) week's vacation pay which shall be deducted from future vacation entitlement until the amount borrowed is fully paid back to the Employer.

- (d) An Apprentice, having served his required time and having passed any necessary examinations presented by the Apprenticeship and Industrial Training Branch of the Department of Labour, will automatically be classified as a Journeyman.
- (e) The number of Apprentices employed shall not exceed the ratio of one Apprentice to each four Journeymen.

- (f) A Welding Apprenticeship Contract shall be for a term of two (2) years provided the prospective Apprentice has a minimum of six (6) months' Technical Welding Training in a Provincial Vocational School.
- (g) The wage rate for an Apprentice shall be based on a percentage of the Journeyman's wage rate.
- (h) The Company shall make contributions at the rate of **six cents (\$0.06)** per hour for which wages are payable hereunder, to each employee within the scope of this Agreement, to the Operating Engineers' Apprenticeship Board, 4333 Ledger Avenue, Burnaby, B.C., V5G 3T3.

LEAD HAND:

A Lead Hand is an employee who is able and willing to instruct others in the performance of their work, or who, because of exceptional skill and ability or the nature of his work, is so recognized by the Company.

When an employee is designated as Lead Hand by the Company, he shall receive one dollar (\$1.00) per hour above the Journeyman Rate.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

H. & J. EQUIPMENT REPAIR LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: HOURS OF WORK AND OVERTIME

It is agreed that when customer requirements prevail, start times for day shift may vary between 7:00 a.m. to 12:00 noon.

For clarification, this variance will not attract a shift premium.

Signed this _____ day of _____, **2005**.

H. & J. EQUIPMENT REPAIR LTD.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115
