

AGREEMENT BETWEEN:

POLLARD EQUIPMENT (CHILLIWACK) LTD.

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

APRIL 1, **2006** TO MARCH 31, **2009**

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AGREEMENT BETWEEN:

POLLARD EQUIPMENT (CHILLIWACK) LTD.

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WITNESSETH: that the parties hereto agree as follows:

### **ARTICLE 1 - OBJECTS**

- 1.01 The objects of this Agreement are to maintain an existing harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement and to maintain an adequate level of productivity and quality.
- 1:02 For the purposes of this agreement the masculine shall be considered to include the feminine and singular to include the plural.

### **ARTICLE 2 - BARGAINING AGENCY**

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company employed at the place(s) set out in the certificate(s) of bargaining authority.
- 2.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee within the bargaining unit.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 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, suspend such employee forth-with.

- 3.02 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.
- 3.03 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 4 - MANAGEMENT RIGHTS**

The Union recognizes and agrees that:

- 4.01 The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- 4.02 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.
- 4.03 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.

#### **ARTICLE 5 - DEFINITION OF EMPLOYEE**

- 5.01 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.

#### **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

- 6.01 Mechanics Day Shift - The standard work day shall consist of eight (8) hours.

Hours of work in the Shop may be changed by mutual agreement between the Company and the employees.

- 6.02 Overtime - When an employee works overtime, his time worked shall be paid at time and one-half (1-1/2) for the first **two (2)** hours and double time thereafter, except as provided in Article 13, Travel Time.

#### **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:

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.

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.

7.02 Grievance – Time 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.

7.03 Section 87 (1) – Grievances pertaining to discharge and suspension will not be processed under Section 87 (1) of the Labour Relations Code of B.C. unless there is mutual agreement between the Parties.

**7.04 *The Parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. 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 resolve a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision, the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.***

## **ARTICLE 8 - ARBITRATION**

8.01 If the procedures set forth in Section 7.01, 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 ten (10) days from the date of the appointment of the Chairman, provided the Parties may extend the time by agreement in writing.
- 8.02 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.
- 8.03 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 8.04 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.
- 8.05 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.
- 8.06 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

## **ARTICLE 9 - SENIORITY**

- 9.01 Probationary Period – When a new employee is hired, it is agreed that he shall be on probation for ninety (90) calendar days. This probationary period may be extended upon mutual agreement between the Company and the Union in writing.

## **ARTICLE 10 - VACATIONS**

- 10.01 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>
1 year but less than 3 years	2 weeks	4% or 80 hours*
3 years but less than 7 years	3 weeks	6% or 120 hours*
7 years but less than 15 years	4 weeks	8% or 160 hours*
15 years or more	5 weeks	10% or 200 hours*

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

10.02 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, four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) of their gross earnings for the work year immediately preceding the vacation period.

10.03 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 percent (4%), six (6%), eight percent (8%) or ten percent (10%), 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.

10.04 Vacation Pay – Statement Of – Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and shall include all overtime payments, or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the proportionate vacation pay the employee is entitled to.

10.05 Vacation Period – If an employee so requests, the Company will provide two (2) weeks of the employee's vacation time in the summer months (May 15th to September 15th). If a dispute arises, vacation periods will be allocated on the basis of seniority.

The Company will consider three (3) weeks' vacation during the summer months for those employees eligible for four (4) weeks or more, vacation, if so requested.

10.06 Vacation Entitlement – In any year that an employee becomes entitled to an additional vacation upon reaching his anniversary date of employment, he will be entitled to one (1) week's vacation with pay at that time.

(i.e. An employee who reached his second (2nd) anniversary on October 1st would be entitled to one (1) week vacation at that time plus two (2) weeks vacation in the ensuing vacation period or he could save his newly achieved vacation time and take three (3) weeks vacation in the ensuing vacation period).

10.07 Vacation – Anniversary Date and Cut-Off 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 to the cut-off date.

The Company may establish a vacation cut-off date.

10.08 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.

10.09 Vacation – 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.

10.10 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.

10.11 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;
- (c) due to lay-off without recall for a period not to exceed twelve (12) calendar months.

10.12 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.

#### **ARTICLE 11 - GENERAL HOLIDAYS:**

11.01 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  
Good Friday  
Easter Monday  
Victoria Day

Canada Day  
B.C. Day  
Labour Day  
Thanksgiving Day

Remembrance Day  
Christmas Day  
Boxing Day



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

All new employees shall be eligible for General Holiday Pay provided they have been on the payroll for a minimum of fifteen (15) shifts.

11.02 General Holiday – Saturday & Sunday – 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.

11.03 General Holiday Pay Will Be Paid – Without limiting the general application of Section 11.01 but subject to the provisos contained herein, General Holiday pay provisions will prevail:

- (a) Where an employee is off work due to any circumstance for which he is eligible to receive compensation under the Workers' Compensation Act, provided such employee has earned wages from the Company during the fifteen (15) calendar days immediately preceding the 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 fifteen (15) 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 five (5) working days 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.

11.04 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 12 - WAGES**

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

12.02 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.

12.03 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.

### **ARTICLE 13 - TRAVEL TIME - TRANSPORTATION - EXPENSES**

13.01 (a) Travel Time Paid At Straight Time – Travel time during the employee's regular shift hours, will be at straight time. All travel time for Saturday and Sunday and any General Holiday will be paid at time and one-half to a maximum of eight (8) hours in any twenty-four (24) hour period.

Waiting time during the employee's regular shift hours shall be paid at straight time.

Waiting time during the employee's regular hours, on Saturday, Sunday, or any General Holiday shall be paid for at time and one half (1-1/2) to a maximum of eight (8) hours in any twenty-four (24) hour period.

(b) 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.

### **ARTICLE 14 - LEAVE OF ABSENCE**

#### 14.01 Union Service

(a) 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.

(b) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

#### 14.02 Leave Of Absence Due to Injury

(a) 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.

(b) 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) 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.

14.03 Leave Of Absence – Other Employment Disallowed – In any instances 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.

## ARTICLE 15 - GENERAL PROVISIONS

- 15.01 Injury Report – An employee suffering injury while in the employ of the Company must report to the first aid department immediately and complete a Workers' Compensation Accident Report, or as soon thereafter as practicable, and also report to that department on returning to work.
- 15.02 Shop Steward
- (a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names 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 lay-off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.
  - (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.
- 15.03 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.
- 15.04 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.
- 15.05 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.
- 15.06 Mechanics Tool Allowance Fund – The Company shall make contributions at the rate of ten cents (10¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanic, Serviceman and Welders Tool Allowance Fund.

15.07 Rain Gear Allowance – All employees shall receive an annual rain gear allowance of seventy-five dollars (\$75.00) on April 1st of each contract year, on a separate cheque.

New employees with less than twelve (12) months' service prior to April 1st of each contract year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

15.08 Safety Boot Allowance – All employees shall receive an annual safety boot allowance of **one hundred twenty dollars (\$120.00)** on April 1st of each contract year, on a separate cheque.

New employees with less than twelve (12) months' service prior to April 1st of each contract year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

15.09 Off Property Premium – When a service repair employee is performing his duties off Company property, then the Company shall increase such employee's classified wage rate by **one dollar (\$1.00)** per hour.

## **ARTICLE 16 - JOB POSTING**

16.01 New Job Classification

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A" and/or "B", 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.

## **ARTICLE 17 - MEDICAL - INSURANCE - DENTAL - PENSION**

17.01 The Company will pay two dollars (\$2.00) per hour including paid holidays and Statutory Holidays, for the cost of providing and maintaining coverage for its employees with the Operating Engineers' Benefits Plan.

17.02 Effective April 1, **2006**, the Company shall make contributions at the rate of **two dollars and fifty-five cents (\$2.55)** per hour for which wages are payable hereunder to each employee within the scope of this Agreement excluding General Holidays, sick time and bereavement, to the Operating Engineers' Pension Plan.

Effective April 1, **2007**, this amount shall be increased to **two dollars and eighty cents (\$2.80)** per hour.

Effective April 1, **2008**, this amount shall be increased to **three dollars and five cents (\$3.05)** per hour.

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 Employer agrees to be bound by the terms of the Trust Agreement.

The Employer is required to report on the forms provided by the Benefits and Pension Plans.

Contributions must be mailed or delivered by the Employer to the Administrator of the Operating Engineers' Benefits Plan the office located in Suite 402 at 4333 Ledger Avenue, Burnaby, B.C. no later than the fifteenth (15th) day of the month following that which contributions cover.

The Benefits or Pension Plans' 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.

Benefits which will be provided under these Plans 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 Plans shall periodically determine.

## **ARTICLE 18 - SAVINGS CLAUSE**

18.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule(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.

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

18.03 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.

18.04 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.

#### **ARTICLE 19 - DURATION**

- 19.01 This Agreement shall be in full force and effect from and including April 1, **2006**, to and including March 31, **2009**, 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 March 31, **2009**, 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.
- 19.02 Should either Party give written notice to the other Party pursuant to Article 19.01, this Agreement shall thereafter continue in full force and effect until the Union strikes, the Employer locks out its employees, or the Parties conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 19.03 By agreement of the Parties hereto, the provisions of Section 50 (2) and (3) of the Labour Relations Code of B.C. are specifically excluded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

POLLARD EQUIPMENT (CHILLIWACK)  
LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_  
Lorne Roberts

\_\_\_\_\_  
Frank Carr, Members' Representative

## APPENDIX "A" - WAGE SCHEDULE

### SHOP

	<u>April 1, 2006</u>	<u>April 1, 2007</u>	<u>April 1, 2008</u>
Mechanic/Machinist	<b>\$28.93</b>	<b>\$29.94</b>	<b>\$30.99</b>

## APPENDIX "B"

### B.01 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) A ratio of one (1) Apprentice shall be allowed for each four (4) Journeymen.
- (c) Registered Apprentices who, as a requirement of their Apprenticeship, attend school, shall be paid regular wages based on a forty (40) hour week up to a maximum of five (5) weeks in each calendar year while attending school, less the Government grant.
- (d) An Apprentice having served his required time and having passed any necessary examinations will automatically be classified as a Journeyman.
- (e) Indentured Apprentice Scale:
  - 1st 6 months - 50% of Journeyman rate
  - 2nd 6 months - 55% of Journeyman rate
  - 3rd 6 months - 60% of Journeyman rate
  - 4th 6 months - 65% of Journeyman rate
  - 5th 6 months - 70% of Journeyman rate
  - 6th 6 months - 75% of Journeyman rate
  - 7th 6 months - 80% of Journeyman rate
  - 8th 6 months - 90% of Journeyman rate

### B.02 Payment Of Wages

- (a) 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.
- (b) Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time and unless proper reasons for the delay are 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.
- (c) In the event that an employee is laid off the Company shall pay such employee, not later than the next regular pay day after he ceases to be an employee of the Company, all wages, salary and holiday pay earned by such employee, excluding authorized deductions.

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