

COLLECTIVE AGREEMENT

BETWEEN:

DOUGLAS LAKE EQUIPMENT LIMITED PARTNERSHIP

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

DURATION: December 14, 2005 to December 13, 2008

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## COLLECTIVE AGREEMENT

BETWEEN:

DOUGLAS LAKE EQUIPMENT LIMITED PARTNERSHIP

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

### DATE AND REFERENCE

The Agreement shall be dated for reference December 14, 2005 and named for reference the "DOUGLAS LAKE EQUIPMENT – OPERATING ENGINEERS AGREEMENT".

WITNESSETH: that the Parties hereto agree as follows:

### ARTICLE 1 – OBJECTS

- 1.01 (a) 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.
- (b) For the purposes of this Agreement, the masculine shall be considered to include the feminine and the 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 set out in the certificate of bargaining authority at and from 19066-95a avenue Surrey B.C. V4N 4P2
- 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.
- 2.03 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 instruction or training of employees

## **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, discharge such employee forthwith.

### **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, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.
- 4.03 The right to hire employees 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 shall have the opportunity to provide the Company with suitable applicants.
- 4.04 Those rights not specifically restricted by this agreement remain the rights of the employer provided they are exercised in a manner that is not arbitrary.

## **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 Code of B.C. “Employee” shall also mean a person employed in a job classification listed in Appendix “A” attached hereto, and working at or from 19066 - 95A Avenue, Surrey, BC V4N 4P2.

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

### **6.01 DAY SHIFT**

The standard work day shall consist of eight (8) hours, 8:00 A.M. to 4:30 P.M. The start times may be varied by one (1) hour.

The standard work week shall consist of forty (40) hours, Monday to Friday.

### **6.02 WORK WEEK — TUESDAY TO SATURDAY**

(a) If business conditions warrant that a Tuesday to Saturday work week be considered, the Company and the Union will discuss the establishment of such a schedule. If such a work week is established, a premium of one dollar (\$1.00) per hour for all hours worked will apply.

(b) Staffing for a Tuesday through Saturday work schedule shall first be on a voluntary basis. Secondly, the Employer shall give consideration to seniority in the classification, it being understood that the least senior employee to be considered first.

(c) Lay-offs and lay-off notice shall be in accordance with Article 9.04. However, lay-off notice shall be exclusive of Sundays, Mondays and General Holidays.

### **6.03 SHIFT CHANGE**

The Company shall give the employee forty-eight (48) hours’ notice prior to changing of shifts.

### **6.04 SHIFT — TRANSFER OF EMPLOYEE**

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.

### **6.05 LUNCH PERIOD**

Each employee shall have a half hour lunch period at mid-shift.

### **6.06 OVERTIME**

All hours worked outside of the standard work hours, outside the established shift hours and outside the standard work week shall be considered overtime and paid at time and one

half for the first two hours in any work day to a maximum of six (6) hours in a week. All other overtime shall be paid at double time rates.

#### 6.07 OVERTIME VOLUNTARY

All overtime shall be on a voluntary basis. It is agreed that overtime may be necessary in order to respond to the efficient operation and service requirements of the business.

#### 6.08 OVERTIME NOT PART OF DAILY GUARANTEE

Where an employee, at the request of the Company, performs work at overtime rates, such time will be considered overtime only and will not be included in the computation of his daily guarantee as provided under this Agreement.

#### 6.09 (a) OVERTIME MEAL

Employees who work beyond ten (10) hours per day shall receive a minimum 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 and fifty cents (\$13.50) for meals, and in the areas outside Vancouver the employees will buy a meal at the going rate of the area involved and be reimbursed for the cost.

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.

#### 6.10 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.

#### 6.11 WORK BEFORE REGULAR SHIFT

Employees called in before their regular starting time shall be paid at the rate as defined in Article 6.06 for time worked prior to their regular starting time.

#### 6.12 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 as defined in Article 6.06.

#### 6.13 WORK ON SATURDAY, SUNDAY, GENERAL HOLIDAYS

Over time will be paid as defined in Article 6.06 for all hours worked on a Saturday, Sunday or on any General Holiday listed in Article 11, or day observed as such under the terms of this Agreement. This over time is in addition to any General Holiday pay an employee may be entitled to under other provisions of this Agreement.

#### 6.14 WORK THROUGH REGULAR LUNCH PERIOD

Where an employee is required to work through his regular established lunch period at the request of the employer or the customer, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.

#### 6.15 WORK WEEK — GUARANTEED

- (a) An employee who reports for work at the start of the standard work week shall be guaranteed full pay for the balance of the standard work week. The forty-eight (48) hour notice of lay-off provided in the Seniority Section of this Agreement shall take precedence when an employee is laid off on a Thursday. He would work Friday and Monday and by working Monday is not entitled to full pay for that week.
- (b) If an employee of his own volition does not report for his regular shift or shifts, then his weekly minimum five (5) shift pay base shall be reduced to the number received by subtracting the number of shifts missed from base 5.
- (c) The provisions of this section shall not apply in the event of:
  - (i) An emergency such as fire, flood, power failure etc., beyond the control of the control of the company ,or if;
  - (ii) An employee voluntarily leaves the work site, quits or is discharged for just cause, or;
  - (iii) Recalls from layoff of five (5) days or less

In any such event or circumstance occurring as outlined in (i),(ii) or (iii) above the employee shall be paid for the actual time worked at his applicable wage rate.

#### 6.16 CALL TIME

- (a) An employee reporting for work on his regular shift shall receive a minimum of eight (8) hours' pay at his regular rate.
- (b) An employee called to work on a Saturday, a Sunday or on a General Holiday, (or days observed as General Holidays) shall receive a minimum of four (4) hours' pay at the prevailing overtime rates.

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

#### 6.17 PREPARATION TIME

The Company will pay one (1) hour 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 or if the employee has had a minimum of twenty-four (24) hours notice that he will be going out-of-town.

### 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.

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, or by mutual agreement between the parties the grievance may go before the Canadian Joint Grievance Panel. 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 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. Where either party fails to process its grievance within the time limits above, then the grievance will be deemed to have been abandoned.

#### 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.

### **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.
- (e) The Parties may mutually agree that a sole arbitrator be appointed in place of a three (3) person board. The decision of the sole arbitrator shall be deemed to be the decision of the Board and shall be final and binding. All expenses incurred by the sole arbitrator shall be paid equally by the Parties. Each Party shall pay its own costs.

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 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.

### **9.02 PROBATIONARY PERIOD**

When a new employee is hired, it is agreed that he shall be on probation for ninety (90) calendar days with a written review every thirty (30) work days. A copy of the review will be given to the employee and the Shop Steward. During this period seniority will not be applicable. When the probationary period is completed seniority will commence from the date of hiring.

Probationary employees who are absent from work on approved leave,(WCB, STD) etc shall have their probationary period suspended until such time as they return to active employment.

### **9.03 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

### **9.04 LAY-OFFS**

- (a) 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 give at least forty-eight (48) hours' notice on lay-offs, exclusive of Saturdays, Sundays and General Holidays.

If lay-offs occur, providing a senior man is capable of performing another job, he shall be given the opportunity to take such a job.

If lay-offs are to take place out of seniority, the company will discuss the matter with the Union during the forty-eight (48) hour notice period. If no agreement can be reached, the lay-offs will occur and the matter referred to the grievance procedure.

- (b) An employee laid off in one classification will be given the opportunity of displacing an employee with less seniority in a higher position provided the senior employee has the capability to perform the job.

Employees who bump to another job will be paid the wage rate for the new position.

Employees who accept a position under this Article shall have the right to reinstatement in their former position when such becomes available. The job, in such instances, shall not be posted and the employee will be reinstated in his former classification.

#### 9.05 SENIORITY RETENTION

- (a) A laid-off employee shall retain his seniority and recall rights with the Company for the following periods:

Period of Seniority:

Less than 12 months 6 months retention

12 months and over 12 month's retention

- (b) 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.

#### 9.06 RE-CALL

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 their 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 shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off.

#### 9.07 LAY-OFF PAY

At the time of layoff an employee may elect to accept lay-off pay under the provisions of this Section, but in so doing shall forfeit all seniority rights accruing to him under this

Agreement. Lay off pay shall be no less than part 8 section 63 of the Employment Standards Act.

9.08 Seniority standing will be cancelled through:

- (a) voluntary resignation.
- (b) exceeding authorized leave of absence unless for reasons acceptable to the Company.
- (c) accepting authorized employment while on leave of absence, as provided in Article 14.04.
- (d) not reporting when recalled to work from layoff, within three (3) working days of receiving notice to do so per Article 9.06, 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) discharged 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 9.07 or Article 15.17.

## 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>
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4%
1 year but less than 5 years	2 weeks	4% or 80 hrs *
Upon completion of 5 years	3 weeks	6% or 120 hrs *

\* pay at the 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, 4% or 6%, 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 and (6%), 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 (a) VACATION PAY — STATEMENT OF

On each employee's anniversary date, the Company shall furnish the employee with a statement showing how their vacation pay for the year concluded was calculated, and shall include all overtime payment, commissions, or anything of a monetary value on which the employee has to pay income tax.

(b) The statement that is issued on an employee's anniversary will reconcile any differences that might arise due to the "whichever is greater" clause of Article 10.01 providing the employee qualifies under Article 10.02.

#### 10.05 VACATION PERIOD

Vacation preference will be based on seniority and each employee shall be required to take the full annual vacation that he is entitled to under the provisions of this agreement.

#### 10.06 VACATION — ANNIVERSARY DATE AND CUT-OFF DATE

An employee's anniversary of employment date will govern his attainment of vacation entitlement.

#### 10.07 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.

#### 10.08 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.

#### 10.09 VACATION ENTITLEMENT — ELIGIBILITY FOR VACATIONS SHALL BE MAINTAINED, BUT NOT ACCUMULATED DURING ABSENCE

(a) due to temporary illness or non-occupational accident exceeding one year.

(b) with authorized leave of absence.

10.10 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 one year.
- (d) lay-off, so long as the employee retains his right to recall.

**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:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 6. Labour Day       |
| 2. Good Friday    | 7. Thanksgiving Day |
| 3. Victoria Day   | 8. Remembrance Day  |
| 4. Canada Day     | 9. Christmas Day    |
| 5. BC Day         | 10. Boxing Day      |

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

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:

Where an employee is off work due to a death in the immediate family or is acting as 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 (a) 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.

(b) The Company shall, every second Friday or another designated pay day, 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 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.

In the event that an employee is laid off, the Company shall pay such employee not later than the next business day after he ceased to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions.

### 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.

### 12.04 ACCIDENTS — PAY TO EMPLOYEES

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.

### 12.05 OFF PROPERTY PREMIUM

Effective December 14, 2005, the Company will pay a premium of fifty cents (\$0.50) per hour for all time spent on Company business while off Company property. Off property premium will be included with rate for overtime.

Effective December 14, 2006, this premium will increase to seventy-five cents (\$0.75) per hour.

Effective December 14, 2007, this premium will increase to one dollar (\$1.00) per hour.

### **ARTICLE 13 — TRAVEL TIME – TRANSPORTATION – EXPENSES**

13.01 Travel time during the employee's regular shift hours, Monday to Friday inclusive, will be paid for at straight time.

#### 13.02 LAY OVER TIME

Where an employee is required to remain in the field on Saturday, Sunday or a General Holiday, he shall be paid eight (8) hours for each such day at straight time rates.

#### 13.03 EMPLOYEE VEHICLES

Employee vehicles shall not be used on Company business.

### **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.

#### 14.03 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.

#### 14.04 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, or as soon thereafter as practicable, and also report to that department on returning to work.

### **15.02 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.

### **15.03 (a) SAFETY CLOTHING**

The Company will provide the following:

- Rubber clothes
- Rubber boots
- Welders' gloves
- Welders' aprons
- Goggles
- Helmets of a reasonable fit and a reasonable quantity as a tool crib item for shop, yard and field use
- Hard hats for job use where required.

### **(b) SAFETY GLASSES**

Each employee required to wear prescription glasses shall be reimbursed by the Company for the cost of replacement glasses upon provision of receipts up to a maximum of one hundred and fifty dollars (\$150.00) once per year to be paid on a separate cheque.

For reimbursement the safety glasses must meet WCB safety regulations and include side shields.

### **15.04 PROTECTIVE CLOTHING**

The Company shall supply protective clothing when employees are engaged in cleaning equipment.

### **15.05 WATERLESS HAND CLEANER**

Waterless hand cleaner shall be supplied at all mechanical operations covered by this Agreement.

### **15.06 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 three (3)

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. Insulated coveralls shall be supplied as a tool crib item as required.

#### 15.07 LUNCH ROOM

The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Lockers for personal storage shall be provided.

#### 15.08 REST PERIODS

An employee shall be granted two (2) ten (10) minute breaks during the course of each shift – one (1) in each half of the shift. An employee shall be granted a ten (10) minute break after each two (2) hours of overtime he works in any day. If an employee is working off the Company's premises, these periods shall be increased to fifteen (15) minutes.

#### 15.09 CLEAN-UP

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.

#### 15.10 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 layoff 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.

#### 15.11 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.

## 15.12 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.

## 15.13 (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.

## (b) TOOL ALLOWANCE

Journeymen Mechanics with 12 months' service shall receive a tool allowance upon provision of original receipts, to be paid on a separate cheque. Welders with a minimum tool list as mutually agreed by the Parties shall receive a tool allowance.

Apprentice Mechanics having a set of tools comprising 80% of the value of an average Journeyman Mechanic's kit, shall also qualify for a tool allowance.

New Journeymen Mechanics and Apprentice Mechanics who work less than 12 months from their date of hire shall be entitled to a portion of the above allowance pro-rated to the number of full months worked.

During the duration of this collective agreement, the amount of the tool allowances payable will be zero (\$0.00).

(c) TOOL INVENTORY- Each employee will provide a brand name inventory of his tools on each anniversary date of the Agreement on a form supplied by the company to be eligible for tool insurance and tool allowance.

(d) Where an employee has warranty on a broken tool, he will first attempt to claim such warranty.

## 15.14 SAFETY BOOT ALLOWANCE

All employees with twelve (12) months service effective December 14, 2005 will be eligible to receive a Safety Boot Allowance towards the purchase and repair of Workers Compensation Board approved safety boots. Allowances to be paid on a separate cheque only on production of original receipts.

During the duration of this collective agreement, the amount payable will be zero (\$0.00).

New employees with less than 12 months' service from their date of hire shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

Unused portions of the allowance may be carried over for one (1) year.

#### 15.15 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.

The Employer and the Union will meet as required to discuss problems regarding sub-contracting.

#### 15.16 NOTICE BOARD

(a) 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:

1. Seniority list
2. Copy of the Agreement
3. Welfare Plan Provisions

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

#### 15.17 SEVERANCE

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 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 eight (8) 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 an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of Article 9.07 of this Agreement, request and receive payment of such pay.

#### 15.18 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. 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.

Employees on layoff or receiving wage loss income shall not be eligible for bereavement leave or pay.

#### 15.19 JURY DUTY

(a) All time lost by an employee due to necessary attendance on jury duty or acting as a witness or any court proceedings arising out of his employment, or subpoenaed as a witness, or in completing his driver's tests required by the employee for actual employment with the Company, or doctor's examinations in connection therewith, shall be paid for by the Company at the rate of pay applicable to said employee.

(b) When an employee returns from serving on jury duty or from participating as a witness, he will be returned to the job held prior to serving.

#### 15.20 LIABILITY INSURANCE

The company will provide the union with proof of liability insurance covering unionized employees.

#### 15.21 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.

#### 15.22 EDUCATION FOR 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.

The Company shall pay for all authorized industrial first-aid courses as well as all required refresher courses for designated first-aid attendants.

15.23 The Union reserves the right to render assistance to other labour organizations. It shall not be considered a violation of this Agreement for an employee to refuse to work with a non-Union workman (or workmen).

## 15.24 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 Management and the Union.

## ARTICLE 16 — TECHNOLOGICAL OR PROCEDURE CHANGES

16.01 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.

The Company agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation or a substantial change in job content, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a lay-off.

## ARTICLE 17 — JOB POSTING

17.01 It is the intent of the Parties that when new jobs are available or a vacancy occurs, the Company will consider employees, wherever possible, prior to hiring a new employee consequently;

- (a) In the event that a new job is created or a vacancy occurs or new equipment is installed in the operation, the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job.
- (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.
- (c) Seniority, qualifications and ability shall be the determining factor in selecting applicants. Seniority shall be the governing factor if more than one applicant is relatively equal in qualifications and ability.

- (d) The successful applicant on a job vacancy shall be considered to be on a trial period for up to thirty (30) working days. During this trial period, the employee must demonstrate that he can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer.
- (e) During the trial period, an employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to their former position, without a loss of seniority. In such cases, the Employer shall have the right to require all employees who changed job positions in consequences of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.
- (f) The vacancy may be temporarily filled until a permanent replacement is decided through the application of this Article.

#### 17.02 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.

### **ARTICLE 18 — TRUCK MAINTENANCE AND SAFETY**

#### 18.01 TRUCK MAINTENANCE

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 involved 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) Bulkheads will be installed on van-type trucks.

## **ARTICLE 19 — MEDICAL – INSURANCE – DENTAL – PENSION**

### **19.01 MEDICAL & EXTENDED HEALTH BENEFITS**

The Employer will cover fifty percent (50%) of the cost of the Medical Services Plan of British Columbia and also provide to the employees fifty percent (50%) of the cost of extended health benefits coverage as defined in the Great West Life booklet policy No 156213.

At no time will the extended benefit coverage be less than that currently in place as indicated in the group benefit plan booklet policy No. 156213 with the Great-West Life Assurance Company.

Effective December 14, 2007, the employer will assume sixty percent (60%) of the above-noted benefit coverages, and the employees will assume forty percent (40%).

### **19.02 HEALTH & WELFARE**

Health & Welfare Policy Brochures outlining Benefit coverage will be distributed with the Collective Agreement and will be made available at the request of an Employee or the Union within 30 days after December 14, 2005.

### **19.03 ELIGIBILITY**

An employee will be eligible for all coverage outlined above on the first (1st) day of the month following completion of his probationary period. Current employees on recall who are rehired more than sixty (60) days after the end of the month of layoff, will be reinstated for all coverage outlined above on the first (1st) day of the month following recall providing they remain actively employed on that date.

#### 19.04 INSURED BENEFIT COVERAGE - ON LAY-OFF

An employee who is laid off will be eligible for continued Health & Welfare Benefit coverage (i.e. Medical, E.H.B. & Dental) for sixty (60) days after the end of the month of lay-off. Coverage will continue for the period stated so long as the Employee is unemployed and not receiving income from another Company.

#### 19.05 COMPANY RRSP

The employer shall make monthly contributions of five percent (5%) of gross earnings. Contributions shall be forwarded monthly to the group RRSP. The employee will be advised monthly.

#### 19.06 LONG TERM DISABILITY

The Employer agrees to provide an employee paid Long Term Disability Plan which pays sixty-six and sixty-seven one-hundredths percent (66.67%) of monthly earnings to a maximum benefit of \$3,500 or 85% of his pre-disability take home pay, whichever is less.

### **ARTICLE 20 — SAVINGS CLAUSE**

20.01 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.

20.02 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.

20.03 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 21 — DURATION**

21.01 This Agreement shall be in full force and effect from and including December 14, 2005 to and including December 13, 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 December 13, 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.

21.02 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 goes on strike, or the Company locks out, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

21.03 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 \_\_\_\_\_, **2005**.

DOUGLAS LAKE EQUIPMENT LIMITED  
PARTNERSHIP

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**APPENDIX "A" — WAGE SCHEDULE**

	<u>Dec. 14, 2005</u>	<u>Dec. 14, 2006</u>	<u>Dec. 14, 2007</u>
SHOP:			
JOURNEYMAN MECHANIC	\$30.00	\$30.50	\$31.00
JOURNEYMAN PARTSMAN	29.00	29.50	30.00
YARD/SHOP HELPER	16.75	17.00	17.25
(Steamcleaning, washing parts, assisting journeymen when required. There shall be not more than one yard/Shop Helper per Branch.)			

PREMIUMS

LEAD HAND 5% over and above the Journeyman rate.

CHARGE HAND 10% over and above the Journeyman rate.

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.

CHARGE HAND

A Charge hand is an employee assigned to instruct others in the performance of their work and is held responsible for the quality and quantity of the work.

A.01 Students shall be paid ten dollars and eight cents (\$10.08) per hour and will accumulate no seniority. They shall also be exempt for coverage under the Medical – Insurance – Dental – Pension provisions of this Agreement.

## 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 six (6) 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
After 6 months:	55% of Journeyman rate
After 12 months:	60% of Journeyman rate
After 18 months:	65% of Journeyman rate
After 24 months:	70% of Journeyman rate
After 30 months:	75% of Journeyman rate
After 36 months:	80% of Journeyman rate
After 42 months:	90% of Journeyman rate
After 48 months	100% of Journeyman rate
- (f) The Employer shall make contributions at the rate of zero cents (\$0.00) per hour for which wages are payable hereunder, to each employee within the scope of this Agreement to the Operating Engineers (Local 115) Joint Apprenticeship and Training Plan, 4333 Ledger Avenue, Burnaby, B.C., V5G 3T3.
- (g) An Apprentice shall not receive further percentage increments without having passed the required training modules and having served his required time on the job.
- (h) The Parties hereby agree that apprentices indentured to the said Apprenticeship program are required to pass all prescribed courses in order to be paid as per B.01(e) of the Collective Agreement.
- (i) The Employer shall be responsible for the preauthorization/registration of benefits payable through the H.R.D.C.

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