

Agreement Between:

ITT WATER & WASTEWATER
(BC PLANT)
A DIVISION OF ITT INDUSTRIES OF CANADA LIMITED

and:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

May 1, 2010 to April 30, 2013

TABLE OF CONTENTS

INDEX BY SUBJECT	1
ARTICLE 1: OBJECTS	1
ARTICLE 2: DURATION	1
ARTICLE 3: DEFINITION OF EMPLOYEE.....	2
ARTICLE 4: BARGAINING AGENCY	2
ARTICLE 5: HOURS OF WORK AND OVERTIME	3
ARTICLE 6: MANAGEMENT RIGHTS	5
ARTICLE 7: GRIEVANCE PROCEDURE.....	6
ARTICLE 8: SENIORITY	7
ARTICLE 9: VACATIONS.....	9
ARTICLE 10: GENERAL HOLIDAY PAY.....	12
ARTICLE 11: WAGES	13
ARTICLE 12: TRANSPORTATION AND EXPENSES.....	14
ARTICLE 13: GENERAL PROVISIONS	15
ARTICLE 14: SAVINGS CLAUSE	26
SCHEDULE "A": HOURLY WAGE RATES	28
LETTER OF UNDERSTANDING #1	31
LETTER OF UNDERSTANDING #2.....	32
LETTER OF UNDERSTANDING #3.....	33
LETTER OF UNDERSTANDING #4.....	34
LETTER OF UNDERSTANDING #5.....	35
LETTER OF UNDERSTANDING #6.....	37

INDEX BY SUBJECT

<u>HEADING</u>	<u>PAGE</u>
Accident on the Job	4
Accidental Death Insurance	24
Alternate Statutory Holiday	13
Application for Membership	2
Apprentice Ratio	29
Apprentice Schooling	29
Apprentices	29
Article Headings	21
Banked Overtime	31
Bargaining Agency	2
Benefits Plan	23
Benefits Plan Contributions	24
Bereavement Pay	20
Bonding	17
Call Out	3
Changes to Scheduled Vacation	11
Classifications	28
Clean-Up Time	16
Coffee Breaks	16
Construction Rates of Pay	14
Coveralls	15
Daily Travel Time	14
Definition of Employee	2
Dismissed or Improper Charges	21
Dues - Checkoff	2
Dues Remitted	3
Duration	1
Employee Vehicles	15
Expenses	33
Family Responsibility Leave	19
First Aid Kit and Fire Extinguisher	22
First Aid Person	29
General Holiday Pay	12

HEADING

PAGE

General Provisions..... 15

Grievance Procedure 6

Hand Cleaner..... 15

Higher Wage Classification..... 29

Higher Wages 26

Hiring 2

Hiring Practice 5

Holiday During Vacation 12

Hourly Wage Rates..... 28

Hours of Work..... 34

Hours of Work and Overtime 3

Incentive Programs 37

Indentured Apprentice Schedule..... 29

Injury 15

Injury Reporting 18

Job Posting 20

Jury Duty..... 20

Layoff Principle 8

Layoffs 8

Layover Time 17

Leave of Absence 18

Leave of Absence Permission 19

Legal Changes..... 27

Living Expenses Due to Transfer..... 21

Living Out Expenses..... 14

Lockers 16

Lunch Break..... 3

Lunch Period..... 4

Lunch Room 16

Management Rights..... 5

Metric Tools 18

Moonlighting 19

New Classifications..... 30

Non-Union Workers 17

Notice Board Information 19

HEADING

PAGE

Objects..... 1

Off Property Premium 13

Out Of Town (Overnight) Shift Start Variations..... 32

Overtime 4

Overtime Increments..... 5

Overtime Meal 5

Overtime Not Guaranteed..... 4

Overtime Voluntary 5

Parts Department Wage Schedule 28

Partsman Lead Hand..... 28

Partsmen Moving from One Company to Another 28

Pay Statement 13

Payment of Wages 13

Pension Plan..... 26

Pension Plan Contributions..... 26

Picket Line 17

Preparation Time 14

Probation 8

Protective Clothing..... 22

Recall - Continuous Service..... 9

Recall Procedure 8

Recall Rights..... 8

Re-entering Employment 8

Rest Period - (8 Hour Break) 3

Rest Period Clarification 3

Safety Boots 23

Savings Clause..... 26

Schooling - Permission 26

Schooling - Special Courses..... 25

Seniority 7

Seniority - Posting 7

Severance and Layoff Pay..... 23

Shift Notice 3

Shop Steward Duties 17

Shop Steward Layoff 16

HEADING

PAGE

Shop Stewards 16

Shop Temperatures 16

Sick Time 24

Sick Time Provisions..... 24

Sick Time Clarification 25

Standby Time..... 17

Statutory Holiday Qualifications 12

Sub-Contracting 18

Summer Vacation 11

Supervisors, Office Personnel Do Not Work..... 17

Technological or Procedure Changes..... 20

Time Lost 20

Time Slips 13

Tools 18

Transfer 21

Transfer Cost 21

Transfer Return..... 21

Transportation and Expenses 14

Travel Notice and Duration 15

Travel Pay Due to Transfer..... 21

Travel Time 14

Truck Maintenance and Safety 22

Union Agent Access 16

Union Notices 19

Vacation Compulsory..... 11

Vacation Eligibility 11

Vacation Entitlement..... 11

Vacation Pay..... 10

Vacation Scheduling 11

Vacations 9

Vancouver Branch 35

Wages..... 13

Washroom 15

Work Week Guarantee 4

Working Foreman 28

AGREEMENT BETWEEN:

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF CANADA LIMITED

(hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter called the "Union")

PARTY OF THE SECOND PART

WITNESS: 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: DURATION

- 2.01 This Agreement shall be in full force and effect from and including May 1, **2010** to and including April 30, **2013** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date April 30, **2013**, 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 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 British Columbia is hereby excluded.

ARTICLE 3: DEFINITION OF EMPLOYEE

- 3.01 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 Industrial Relations Council of British Columbia.
- 3.02 "Employee" shall also mean a person employed in a job classification listed in Schedule "A" attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

ARTICLE 4: BARGAINING AGENCY

- 4.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of ITT Water & Wastewater (BC Plant), A Division of ITT Industries of Canada Limited as described 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 Application for Membership:

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 Hiring:

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 Dues - Checkoff:

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 checkoff, i.e., if the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff, if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.

4.06 Dues Remitted:

Union dues deducted under this provision or other checkoff provisions shall be remitted to the Union not later than the fifteenth day of the month following the month in which such checkoff applies.

ARTICLE 5: HOURS OF WORK AND OVERTIME

5.01 The standard work day shall consist of **eight (8)** hours, between 8:00 a.m. and 5:00 p.m. The standard work week shall consist of **forty (40)** hours, Monday to Friday. (See Letter of Understanding #4)

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

5.02 Lunch Break:

Each shift shall have a half-hour lunch period at mid-shift. This lunch period in the Parts Department will be determined by the Company and the Union.

5.03 Shift Notice:

The Company shall give an employee forty-eight (48) hours written notice prior to changing shifts.

5.04 Rest Period - (8 Hour Break):

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.

Rest Period 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.

5.05 Call Out:

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

5.06 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 double time.

Double time for all hours worked on a Saturday, Sunday or on any General Holiday listed in Article 10, or day observed as such under the terms of this Agreement. This double time is in addition to any General Holiday pay an employee may be entitled to under other provisions of this Agreement.

5.07 Work Week Guarantee:

- (a) A full time 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.

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 five (5).

- (b) An employee reporting for work on his regular shift shall receive a minimum of **eight (8)** 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.

5.08 Lunch Period:

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.

5.09 Overtime Not Guaranteed:

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.

5.10 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.

5.11 Overtime Voluntary:

All overtime shall be on a voluntary basis. It is not the intent of this section to stop the Company's operation and where no employees are available on a voluntary basis, the Company shall have the right to assign such work.

5.12 Overtime Increments:

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 ten (10) or twelve (12) minute period depending on time clock calibration. If an employee works any part of a ten (10) or twelve (12) minute unit he shall receive credit for time worked for that full ten (10) or twelve (12) minute unit.

5.13 Overtime Meal:

(a) 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. 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 sixteen dollars (\$16.00). In all cases, receipts shall be obtained and turned in to the Company.

The overtime meal for Whistler shall be eighteen dollars (\$18.00).

ARTICLE 6: MANAGEMENT RIGHTS

6.01 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.

Hiring Practice:

(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 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) 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. This step shall take place with the employee's immediate supervisor where practicable.
- (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) If the procedures 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:
 - (1) 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.
 - (2) The party receiving the notice shall within five (5) days appoint a member for the Board and notify the other party of its appointment.
 - (3) 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 parties may extend the time 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 the 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 the 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.
- (e) 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.
- (f) 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 Posting:

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:

When a new employee is hired, it is agreed that he shall be on probation for sixty (60) calendar days, with a written review at thirty (30) days, and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring. The sixty (60) day probationary period may be extended a further thirty (30) days by mutual agreement of the Company and the Union.

A copy of the review will be given to the employee who can share with the shop steward if he/she so chooses.

8.03 Re-entering Employment:

An employee re-entering the employ of the Company after his right to recall has expired shall not be subject to another probation period.

8.04 Layoff Principle:

In the event of layoffs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification. The Company shall give one (1) week's written notice of layoffs.

8.05 Layoffs:

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

8.06 Recall Rights:

Employees who have completed two (2) years of service shall retain their seniority and recall rights with the Company for twelve (12) months after the date of layoff.

Employees who have completed less than two (2) years of service shall retain their seniority and recall rights with the Company for six (6) months after the date of layoff.

8.07 Recall Procedure:

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 providing the Company is able to contact laid-off employees as hereinafter provided. The Company shall contact laid-off employees, either personally or by mail, at the address and/or telephone number supplied to the Company by the employee. Mailed notices will be presumed to be received on the day after their mailing or in the normal course of the mails. A laid-off employee shall indicate his intentions to the Company within forty-eight (48) hours of receipt of notice of a vacancy and shall be available for work within seven (7) days of receipt of notice or forfeit his position on the rehiring list. It shall be the responsibility of the employee to keep the Company informed of his current address and telephone number while laid-off.

8.08 Recall - 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 layoff.

ARTICLE 9: VACATIONS

9.01 The Company shall give each employee an annual holiday which will be allocated on the basis of seniority and based on the following entitlements:

VACATION GRID

1 year	2 weeks	80 hours' pay or 4 1/2%
2 years	3 weeks	120 hours' pay or 6 1/2%
8 years	4 weeks	160 hours' pay or 8 1/2%
15 years	5 weeks	200 hours' pay or 10 1/2%
20 years	6 weeks	240 hours' pay or 12 1/2%
30 years	8 weeks	320 hours' pay or 16 1/2%

(a) An employee with less than one (1) year of service on May 1st will be entitled one (1) day's vacation for every month of service to a maximum of ten (10) days.

The Company shall pay employees (with less than one (1) year of service) who leave the employ of the Company for whatever reason, either one (1) day's pay per month to a maximum of ten (10) days, or four and a half percent (4.5%), whichever is greater.

(b) An employee shall receive two (2) weeks' vacation upon completing a term of one (1) year's service and each year thereafter up to two (2) years' service. He shall receive as vacation pay for each vacation period either **eighty (80)** hours' pay at his then applicable current rate or four and one-half percent (4.5%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.

(c) An employee shall receive three (3) weeks' vacation upon completing a term of two (2) years' service and each year thereafter up to eight (8) years' service. He shall receive as vacation pay for each vacation period either **one hundred and twenty (120)** hours' pay at his then applicable current rate or six and one-half percent (6.5%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.

(d) An employee shall receive four (4) weeks' vacation upon completing a term of eight (8) years' service and each year thereafter up to fifteen (15) years' service. He shall receive as vacation pay for each vacation period either **one hundred and sixty (160)** hours' pay at his then applicable current rate or eight and one-half percent (8.5%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.

(e) An employee shall receive five (5) weeks' vacation upon completing a term of fifteen (15) years' service and each year thereafter up to twenty (20) years' service.

He shall receive as vacation pay for each vacation period either **two hundred (200)** hours' pay at his then applicable current rate or ten and one-half percent (10.5%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.

- (f) An employee shall receive six (6) weeks' vacation upon completing a term of twenty (20) year's service and each year thereafter up to thirty (30) years' service. He shall receive as vacation pay for each vacation period either **two hundred and forty (240)** hours' pay at his then applicable current rate or twelve and one-half percent (12.5%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.
- (g) An employee shall receive eight (8) weeks' vacation upon completing a term of thirty (30) years' service as an employee, and upon completion of each year of service thereafter shall receive a further eight (8) weeks' vacation. He shall receive as vacation pay for each vacation period either **three hundred and twenty (320)** hours' pay at his then applicable current rate or sixteen and one-half percent (16.5%) of his gross earnings for the work year immediately preceding the vacation period, whichever is the greater.
- (h) 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 worked a minimum of **fourteen hundred and sixty-one (1461)** hours in an employee's calendar year, running from May 1st to April 30th, he shall be eligible for vacations as above set forth.

Employees who work less than **fourteen hundred and sixty-one (1461)** hours shall be paid as the case may be, four and one-half percent (4.5%), six and one-half percent (6.5%), eight and one-half percent (8.5%), ten and one-half percent (10.5%), twelve and one-half percent (12.5%) or sixteen and one-half percent (16.5%) of their gross earnings for the work year immediately preceding the vacation period.

- (i) In the event of termination of service with the Company after an employee has had his vacation he earned for the previous year, he shall receive as vacation pay four and one-half percent (4.5%), six and one-half percent (6.5%), eight and one-half percent (8.5%), ten and one-half percent (10.5%), twelve and one-half percent (12.5%) or sixteen and one-half percent (16.5%) 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.
- (j) Vacation Pay:

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 payment, commissions, 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.

(k) Summer Vacation:

If an employee so requests, the Company will provide three (3) 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.

(l) Vacation Scheduling

The Company, starting on January 15th each year, will post a notice to inform the employees that by March 15th, all employees are to choose the date of their vacation. The Company shall grant their requests according to seniority.

This schedule will be approved and posted by March 30th. Once approved by the Company, the schedule shall not be changed except by mutual agreement between the employee and the Company.

Employees requesting vacation after the Company has approved the vacation schedule shall be granted same on the basis of seniority but such employee shall not bump into vacation dates on the approved schedule.

(m) Changes to Scheduled Vacation:

An employee's scheduled vacation period shall not be changed by the Company or the employee within the one (1) month period immediately preceding the start of the vacation period without the employee and/or the employer consent.

(n) Vacation Compulsory:

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

(o) Vacation Entitlement:

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.

(p) Vacation Eligibility:

Eligibility for vacations shall be maintained, but not accumulated during absence:

- (i) due to temporary illness or non-occupational accident exceeding twenty-six (26) weeks;
- (ii) with authorized leave of absence;
- (iii) due to layoff without recall, for a period not to exceed twelve (12) calendar months.

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

- (i) a compensable accident;

- (ii) serving in the non-permanent Armed Forces of Canada;
- (iii) temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.

ARTICLE 10: GENERAL HOLIDAY PAY

10.01 (a) 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 if the holiday falls on a Saturday, Sunday or on an employee's weekly day off. The designated General Holidays shall be:

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

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

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.

Statutory Holiday Qualifications:

- (b) Without limiting the general application of sub-section (a) of this section, but subject to the provisos contained herein, General Holiday pay provisions will prevail:
 - (i) 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;
 - (ii) where an employee is off work due to sickness, quarantine or an accident provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability;
 - (iii) 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;
 - (iv) 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.

10.02 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.

10.03 Alternate Statutory Holiday:

The Company shall have the option of providing an alternate day(s) for those employees required to work Heritage Day and/or Easter Monday to provide customer service. The alternate day shall, by mutual agreement, be either the last working day prior to the holiday or the Friday following the holiday; or to be used as a floating holiday by mutual agreement.

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 Schedule "A", attached hereto, and forming part of this Agreement.

11.02 Payment of Wages:

The Company shall, every second Thursday, pay to each employee all wages earned by the employee to a day not more than four (4) 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. 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.

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.

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.

11.03 (a) Off Property Premium:

The Company will pay a premium of one dollar and twenty-five cents (\$1.25) per hour for work performed off Employer property.

Premium shall be paid at straight time rate for overtime.

(b) Construction Rates of Pay:

Construction rates of pay shall be paid to employees who install permanent machinery on construction sites or who do repair work on construction sites that would otherwise be done by members of Building Trades Unions. The construction rates of pay shall only apply to the actual hours worked on the construction site.

Construction rates shall not apply to service calls, inspection calls, warranty work and delivery jobs, and start up procedures.

ARTICLE 12: TRANSPORTATION AND EXPENSES

12.01 (a) Living Out Expenses:

Employees required to report for work outside the Base Branch and who do not return home daily shall be paid all their transportation, accommodation and other reasonable, miscellaneous, listed items.

Meal expenses are to be limited to fifty-five dollars (\$55.00) per day (excluding overtime meal). In all cases, receipts shall be obtained and turned in to the Company.

(b) Travel Time:

Travel time and waiting time during the employee's regular shift hours, will be paid at straight time. Travel 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. All travel time and waiting time on Saturday, Sunday 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.

(c) Preparation Time:

The Company will pay one (1) hour personal preparation time to an employee being sent on out-of-town jobs for a period of overnight or longer at time and one-half. This shall not apply when personal preparation time takes place during regular working hours or when the employee has been advised of the job five (5) working days in advance.

All time spent driving or riding in a motor vehicle to and from such job or jobs shall be considered as time worked.

(d) 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.

12.02 Daily Travel Time:

In going to work outside the limits of Greater Vancouver and returning daily, **employees** 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.

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:

Employee vehicles shall not be used on Company business.

12.04 Travel Notice and Duration:

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.

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.

This will not preclude long term out-of-town assignments which will be arranged in advance.

ARTICLE 13: GENERAL PROVISIONS

13.01 Injury:

An employee suffering injury while in the employ of the Company must report to the First Aid Department or supervisor immediately, or as soon thereafter as practicable, and also report to the First Aid Department or supervisor on returning to work.

13.02 Washroom:

Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will co-operate by observing the simple rules of cleanliness.

13.03 Hand Cleaner:

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

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 adequate 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 call.

13.05 (a) Lunch Room:

The Company will supply suitably enclosed heated accommodation where employees may have their lunch.

(b) Lockers:

The Company will supply lockers for all employees covered by this Agreement.

13.06 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. 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.

13.07 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.

13.08 Shop Temperatures:

With the co-operation of employees, the Company will attempt to maintain shop temperatures above 16 degrees C during cold weather. The Company agrees not to require its employees to perform outside repair work in temperatures below -29 degrees C, 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.

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

13.09 (a) Shop Stewards:

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. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

(b) Shop Steward Layoff:

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. If the Company should lay off or terminate a Shop Steward without such notification, the Company shall notify the Business Representative as soon as is practicable after such lay off or termination.

(c) Union Agent Access:

Authorized agents of the Union shall have access to the Company's premises during working hours for the purposes of adjusting disputes, investigating working

conditions and ascertaining that the Agreement is being adhered to in the operation. The Union agents shall request such access from management prior to entering the Company's premises and management shall not unreasonably withhold permission.

(d) Shop Steward Duties:

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.

13.10 (a) 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.

(b) Non-Union Workers:

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.

13.11 (a) Standby Time:

If an employee reports to a field job outside the Greater Vancouver 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.

(b) Layover 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.

13.12 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.

13.13 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.

13.14 Tools:

- (a) 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. Each employee will provide a brand name inventory of his tools on a form supplied by the Company to be eligible for tool insurance. Such tool insurance shall include coverage on an employee's tool box.

METRIC TOOLS - The Company will provide metric tools as tool crib items when required.

- (b) Effective May 1, **2010** Journeymen and Apprentice Mechanics with twelve (12) months service shall receive **two hundred fifty dollars (\$250.00)** towards purchase of new tools, receipt required. Such new tools shall be for use in the workplace.

Effective May 1, **2011** this amount shall be increased to **two hundred fifty-five dollars (\$255.00)**.

Effective May 1, **2012** this amount shall be increased to **two hundred sixty dollars (\$260.00)**.

New Journeymen Mechanics and Apprentice Mechanics with less than twelve (12) months service prior to April 30th of each calendar year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

- (c) No payment of this allowance will be made until a proper tool list is received and verified by the Shop Supervisor. This list must be up to date and verified each year before payment is made. This tool allowance will be paid on or before April 30th.

13.15 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.

13.16 Leave of Absence:

- (a) (i) 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) Injury Reporting: When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will

upon request be granted leave of absence until such time as his doctor states he can return to work or until a doctor confirms that he is not able to return to his previous occupation.

- (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 Permission:

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. Such leave of absence shall not unreasonably be withheld.

Employees shall give the Company a minimum of (3) three days' written notice when requesting a Leave of Absence for any non-emergencies.

(d) Moonlighting:

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) Family Responsibility Leave:

Family responsibility leave shall be granted in accordance with the provisions of the Employment Standards Act.

13.17 Union Notices:

- (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) Notice Board Information:

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.

13.18 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.

13.19 Job Posting, etc.:

In the event that a new job is created, 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.

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 Company will promote employees subject to the Technological or Procedure Changes section of this Agreement on the basis of seniority, qualifications and ability, all of which shall be considered.

13.20 (a) 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.

(b) Time Lost:

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 test required by the employee for actual employment with the Company, or doctor's examinations and any immunization shots where employees work on sewage pumps in connection therewith, shall be paid for by the Company at the rate of pay applicable to said employee.

All jury duty pay received by an employee for the days he received pay from the Company shall be paid over to the Company.

(c) When an employee returns from serving on jury duty or from participating as a witness, he will be returned to regular employment with the Company in his classification.

13.21 Dismissed or Improper Charges:

When a charge is laid against an employee, such charge arising while the employee was acting within his scope of employment with the Company, and such charge is dismissed or held improper by a court of competent jurisdiction or on an appeal taken therefrom, the Company shall pay the employee at his regular rate for the time loss due to attendances on his legal counsel and any court appearances. The Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred. Prior to the employee taking steps to defend himself he shall consult the General Manager of the Company to determine which legal firm should be used.

13.22 Transfer:

When an employee agrees to a transfer the Company shall:

(a) Living Expenses Due to Transfer:

Allow reasonable living expenses to the transferred employee up to a maximum of thirty (30) days. Living expenses are to be discussed initially with the employee before departure and each fifteen (15) days thereafter;

(b) Travel Pay Due to Transfer:

Pay the transferred employee's transportation costs to the new location and supply first class accommodation and meals to the employee while he is en route to the new location;

(c) Transfer Cost:

Assume the cost of moving the transferred employee's family and household goods to the new location. This shall include the cost of transporting and accommodating the family while en route to the new location;

No transferred employee shall move his family or household goods at the Company's expense without written authority from the General Manager of the operation.

(d) Transfer Return:

Any employee transferred to another branch shall, when his assignment is completed at that branch or location, have the Company pay all costs of moving him, his family and household effects back to his original location. This provision will only apply to employees who have been in the transferred position for three (3) years or less.

13.23 Article Headings:

The article headings shall be used for purpose of reference only, and may not be used as an aid in the interpretation of this Agreement.

13.24 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 both Management and employees and in respect thereto the parties agree 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. Should an employee neglect to so report, disciplinary action may be taken by the Company.
- (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) First Aid Kit and Fire Extinguisher:

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.

13.25 (a) Protective Clothing:

The Company will provide rubber clothes, rubber boots, one pair of safety shoes will be supplied each year to all employees, welders' gloves, welders' aprons, goggles and helmets 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. The Company shall supply protective clothing when employees are engaged in cleaning equipment.

(b) Safety Boots:

Effective May 1, **2010**, the Company shall, during each Collective Agreement year (May 1st to April 30th), reimburse each employee to a maximum of **one hundred seventy dollars (\$170.00)** for the purpose of safety boots or shoes. Proof of purchase must be presented in order to receive reimbursement.

Effective May 1, **2011** this amount shall be increased to **one hundred seventy-five dollars (\$175.00)**.

Effective May 1, **2012** this amount shall be increased to **one hundred eighty dollars (\$180.00)**.

13.26 Severance and Layoff Pay:

(a) 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 layoff 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.

(b) 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 one (1) year of 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 twenty-five (25) 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 sub-section (a) of this section, request and receive payment of such pay.

13.27 (a) Benefits Plan:

The Company shall make contributions to the Operating Engineers' Benefits Plan at the rate of two dollars (\$2.00) per hour for each hour for which wages are payable to employees covered by this Agreement.

Clarification: Contributions shall not attract overtime, that is, for each hour of overtime worked it shall be considered as a straight time hour for contribution purposes.

Contributions to the Operating Engineers' Benefits Plan shall include general holiday pay hours, vacation pay hours and sick time hours as set out in Article 13.28.

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

Benefits Plan Contributions:

Contributions must be forwarded by the Company to the Operating Engineers' Benefits Plan by the fifteenth (15th) day of the month following the month which the contributions cover, and shall be in accordance with the prescribed contribution forms supplied by the Benefits Plan.

In the event the Company 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 the Company, and such action shall not be considered a violation of this Agreement.

A Business Representative of the Union may inspect, during regular business hours, the Company's record of time worked by employees and contributions made to the Plan.

(b) Accidental Death Insurance:

The Company will contract and maintain the following minimum insurance coverage to cover all employees at no cost to such employee:

- (i) \$100,000.00 - Accidental Death Insurance (twenty-four (24) hour coverage).

13.28 Sick Time:

Each January 1, the Company will provide employees who have completed sixty (60) calendar days of service with sixty (60) hours of sick leave pay for use in the calendar year which is just commencing. A new employee shall not receive sick leave pay until he has been in the employ of the Company for sixty (60) calendar days. Once the employee completes sixty (60) calendar days of service, he shall receive sick leave on a prorated basis for the number of calendar months remaining in that calendar year.

The Company shall pay the full sick pay entitlement in advance, on the first pay cheque following January 1 of each year, or, in the case of a new employee on the first pay cheque following the completion of sixty (60) calendar days of employment. The payment will be calculated at the employee's hourly rate as at January 1. This payment shall represent the total payment for all sick leave days occurring during that calendar year.

Pension remittances shall be made on all sick time hours.

Sick Time Provisions:

Sick time shall be subject to the following provisions:

- (a) Sick leave shall be granted for an employee's personal use only.
- (b) An employee who reports sick during any day will not be paid for the number of hours not worked during that day.
- (c) Sick time is not to be used for any purpose other than legitimate illness.
- (d) All absence due to illness of a duration of more than three (3) consecutive scheduled work days shall require a doctor's certificate to an employee's department manager.
- (e) It is the responsibility of an employee to immediately notify his department supervisor of absence due to illness. If there is no notification, absence may be considered absence without leave.
- (f) A committee of three (3) comprised of an employee's supervisor, department manager and a Business Representative of the Union, shall rule on any contingencies not covered by these provisions.

SICK TIME CLARIFICATION -

New Employee:

Upon completion of sixty (60) calendar days of service, he shall receive sick leave pay on a pro-rated basis of the number of months remaining in that calendar year.

e.g. Hired March 1, 1999, then on April 30, 1999;
he would receive $8/12 \times 48 \times$ hourly rate.

Workers' Compensation - Long Term Disability - Wage Indemnity - Leave of Absence - Layoff:

Where an employee is absent from work for in excess of thirty (30) calendar days and such an employee is absent from work beyond January 1st in a new calendar year, then upon his return to work, for thirty (30) calendar days in the current calendar year, he shall be entitled to the full year sick leave pay.

e.g. Off work November 1, 1998.
Return on February 1, 1999, then (after 30 days) on March 2, 1999;
he will receive full sick leave payout.

13.29 Schooling - Special Courses:

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.

Schooling - Permission:

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

13.30 Pension Plan:

Effective May 1, **2010**, the Company shall make contributions at the rate of **four dollars and twenty cents (\$4.20)** per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective May 1, 2011, this amount shall be increased to four dollars and twenty-five cents (\$4.25) per hour.

Effective May 1, 2012, this amount shall be increased to four dollars and thirty cents (\$4.30) per hour.

Clarification: Contributions shall not attract overtime, that is, for each hour of overtime worked it shall be considered as a straight time hour for contribution purposes.

Contributions to the Operating Engineers' Pension Plan shall include general holiday pay hours, vacation pay hours and sick time hours as set out in Article 13.28.

The Operating Engineers' Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives from 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 Pension Plan.

Pension Plan Contributions:

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

In the event the Company 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 Company and such action shall not be considered a violation of this Agreement.

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

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

ARTICLE 14: SAVINGS CLAUSE

14.01 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 less hours than stipulated in this Agreement or any other benefits shall suffer a reduction of wages or increase in hours worked per week or a loss of any other benefits because of the adoption of this Agreement.

14.02 Higher Wages:

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

14.03 (a) Legal Changes:

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 at _____ B.C., this _____ day of _____, 2010.

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF
CANADA LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

SCHEDULE "A": HOURLY WAGE RATES

<u>Classification</u>	May 1, 2010	May 1, 2011	May 1, 2012
Mechanics, Welders, Painters, Blacksmiths and Machinists	\$31.13	\$32.02	\$32.93
Shop Helpers (steamcleaning, washing parts, assisting Journeymen when required)	\$25.16	\$25.87	\$26.60
 <u>Parts Department Classification</u>			
Partsman See Schedule A.01 for partsman apprenticeship scale ratio.	\$27.28	\$28.05	\$28.84
Shop Helper/Partsman	\$25.16	\$25.87	\$26.60
Truck Driver			
1 ton & over	\$25.36	\$26.07	\$26.81
Under 1 ton	\$25.16	\$25.87	\$26.60
Thirty Day Trial	\$24.57	\$25.26	\$25.97

Students will be paid ten dollars (\$10.00) per hour and will accumulate no seniority. Students shall be exempt from coverage under the Operating Engineer's Benefits and Pension Plans.

Where lunch periods are one (1) hour they will remain in effect.

Partsmen Moving From One Company to Another:

1. If same product line they retain their job category.
2. If different product line they would drop one category.

Partsman Lead Hand:

Where a Partsman is put in charge of a shift or branch by the Company he shall be classified and paid as a Senior Partsman (over five (5) years' service) regardless of his length of service.

Working Foreman:

Where four (4) or more employees are working on a shift in the Parts Department then one of them shall be designated as a Working Foreman.

A.01 Apprentices:

All Apprentices employed by the Company shall be indentured through the Operating Engineers' Apprenticeship Plan in accordance with the provisions of the Operating Engineers' Apprenticeship Plan.

Apprentice Ratio:

A ratio of one (1) Apprentice shall be allowed for each four (4) Journeymen.

Apprentice Schooling:

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 one (1) month in each calendar year while attending school, less the Government grant.

An Apprentice having served his required time and having passed any necessary examinations will automatically be classified as a Journeyman.

Indentured Apprentice Scale:

Partsmen Apprentice

1st 6 months	65% of Journeyman rate
2nd 6 months	70% of Journeyman rate
3rd 6 months	75% of Journeyman rate
4th 6 months	80% of Journeyman rate
5th 6 months	85% of Journeyman rate
6th 6 months	90% of Journeyman rate
7th 6 months	95% of Journeyman rate
8th 6 months	95% of Journeyman rate

A.02 First Aid Person:

When an employee is designated as First Aid **Person** by the Company he shall receive fifty cents (\$0.50) per hour above his classification. The Company will pay the maintenance cost of an appointed First Aid Attendant's Certificate.

A.03 Working Foreman:

When an employee is designated as a Working Foreman by the Company, he shall receive a six percent (6%) premium.

A.04 Higher Wage 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.

A.05 New Classifications:

When a new job classification is introduced which is not included in the list of classifications in this Schedule, the Company and the Union shall promptly negotiate a wage rate for such classification.

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.

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.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF CANADA LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Banked Overtime

Employees shall state whether overtime is to be banked or paid at the beginning of each fiscal quarter. An employee may bank up to twenty (20) hours of overtime at double time, equivalent to forty (40) hours straight time maximum. All overtime worked thereafter shall be paid at the appropriate rate to said employee. This may be taken for the full amount of banked time on consecutive days. Banked overtime is definitely not to be taken in June to August holiday period unless acceptable to the Company. All unused banked overtime must be paid out at the end of the year. That is, no banked overtime can be carried over a year end.

The Company may accommodate by allowing unpaid time off in January and February (that is; full payment of banked overtime must occur at year end but the time off may be carried forward until the end of February).

Banked time will be used to minimize lay-offs. Selection of employees to use banked time off shall first be on a voluntary basis, and secondly according to seniority, subject to the operating needs of the business.

All requests for banked time leave shall require a minimum of one (1) week's notice and the approval of the manager.

Signed at _____ B.C., this _____ day of _____, 2010.

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF
CANADA LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF CANADA LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Out Of Town (Overnight) Shift Start Variations

1. It is understood that the Company may vary the start times of the standard work day for an employee performing overnight work in the field. Start times may vary between 6:30 a.m. and 8:30 a.m. as follows:

6:30 a.m. to 2:30 p.m.

7:00 a.m. to 3:00 p.m.

7:30 a.m. to 3:30 p.m.

8:00 a.m. to 4:00 p.m.

8:30 a.m. to 4:30 p.m.

These variations will not apply on the day the employee leaves the shop.

2. The Company shall advise the employee five (5) working days in advance of such field work and the start time required.
3. This Letter of Understanding may be cancelled by either party upon thirty (30) days' written notice.

Signed at _____ B.C., this _____ day of _____, 2010.

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF
CANADA LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF CANADA LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Expenses

Reasonable expenses incurred by employees in the performance of their duties generally include transportation, accommodation and living expenses. Specifically:

1. Limit for overtime meals is sixteen dollars (\$16.00) -- in town or out-of-town. Overtime meal for Whistler only shall be eighteen dollars (\$18.00).
2. Daily limit (excluding overtime meal) for out-of-town meals is fifty-five dollars (\$55.00).
3. Receipts must reflect the legitimate out of pocket expenses of the employee.
4. Cost for liquor will not be reimbursed.
5. When renting automobiles, extra insurance will not be paid by the Company.
6. Should Visa not be available, the use of MasterCard is preferred.
7. If an expense must be paid by cash, a proper receipt should be obtained. A "proper receipt" should include name of the restaurant/company, date and amount. If a "proper receipt" is not available, the employee should record on a piece of paper the information required; i.e., name of the restaurant, date, amount and the paper must be signed by the employee.
8. When reporting expenses on expense sheets, breakfast, lunch and dinner should be shown separately.

Signed at _____ B.C., this _____ day of _____, 2010.

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF
CANADA LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #4

BY AND BETWEEN:

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF CANADA LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Hours Of Work

The parties agree to the following terms:

1. Hours of operation shall be 7:00 a.m. to 5:00 p.m. Starting times shall be at 7:00 a.m. or 8:00 a.m. for the current employees at date of ratification. The 9:00 a.m. start time will be staffed by employees hired after the date of ratification. If the 9:00 a.m. start time cannot be staffed by employees hired after the date of ratification, the 9:00 a.m. start time will be staffed on a volunteer basis first and by seniority second.
2. Changes to the work schedule shall require 48 hours notice.
3. The Letter of Understanding may be cancelled by either party upon two weeks written notice provided that if the Letter of Understanding is cancelled before the end of a quarter any service contract commitments in that quarter will be met.

Signed at _____ B.C., this _____ day of _____, 2010.

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF
CANADA LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #5

(From ratification to expiry of Collective Agreement term)

BY AND BETWEEN:

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF CANADA LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

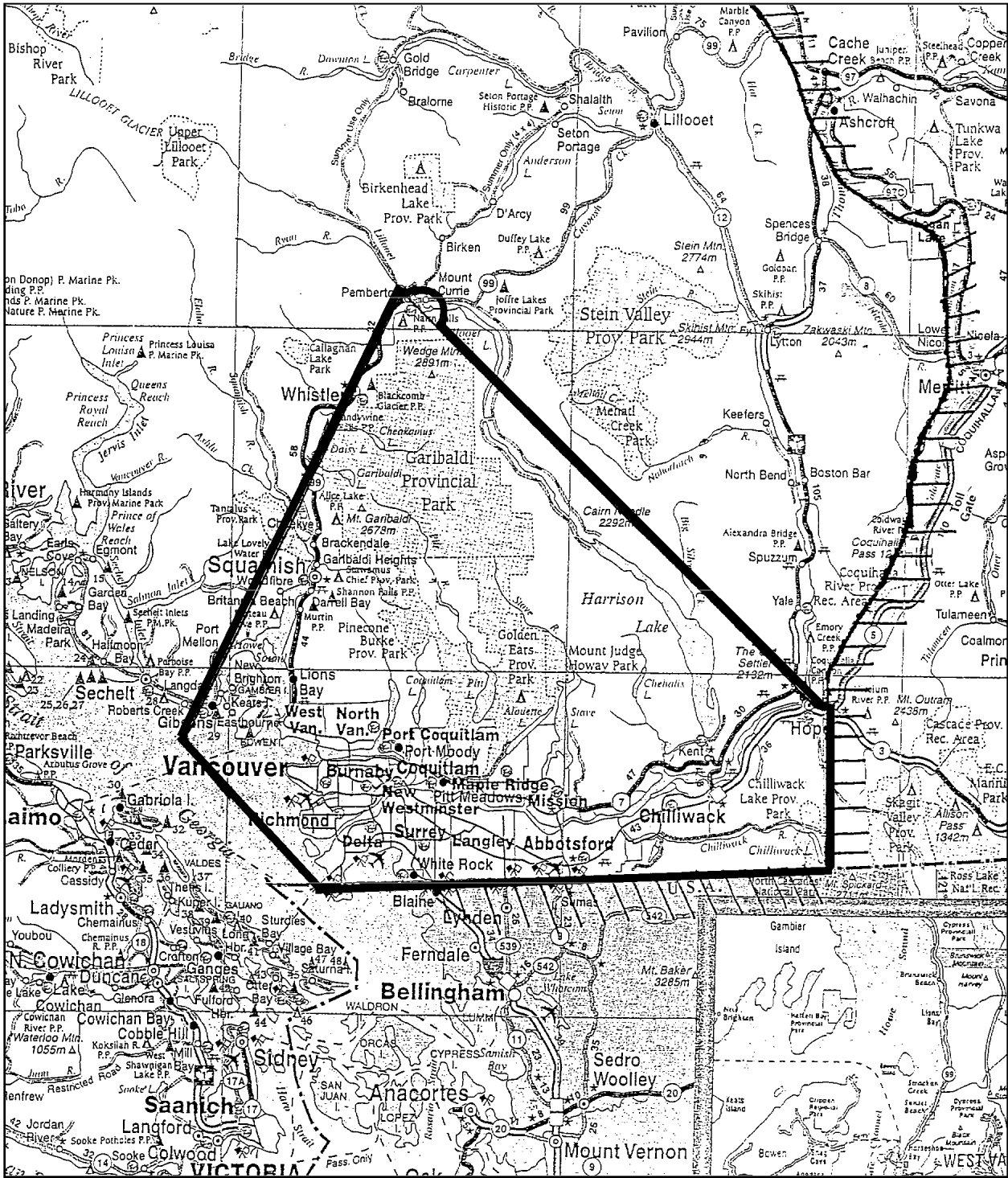
(Limited to the region [see attached map] served directly by the Company's Vancouver shop.)

- 1) The Company will obtain an agreement from ITT WWW Dewatering to have ITT WWW Dewatering contract out to the Company's Vancouver Branch all of its installation of rental pumps and flexible hose, commissioning and decommissioning of rental pumps and rental pump service work.
- 2) The Company agrees to utilize the current work force to perform the work set out in paragraph 1 above, subject to the Collective Agreement between the Company and the Union. In the event of any contracting out of any work specified in paragraph 1, it is agreed that no bargaining unit member will be laid off as a direct result of such contracting out.
- 3) If the Company does not utilize the current workforce to perform the work set out in paragraph 1, the Company shall, at its option:
 - (a) hire an employee; OR
 - (b) subcontract to an employer signatory to a B.C. Building Trade Collective agreement; OR
 - (c) ensure that the subcontractor provides wages to its employees substantially similar to the Collective Agreement.
- 4) The Company will hold information sharing meetings every four (4) months on all subcontracting projects. These meetings will involve the Vancouver Branch shop representative and a representative from the union local.

Signed at _____ B.C., this _____ day of _____, 2010.

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF
CANADA LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115



LETTER OF UNDERSTANDING #6

BY AND BETWEEN:

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF CANADA LIMITED

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Bargaining unit employees shall be allowed to participate in specific Company sales incentive programs in accordance with the rules and parameters established by the Company for each program.

Signed at _____ B.C., this _____ day of _____, 2010.

ITT WATER & WASTEWATER (BC PLANT)
A DIVISION OF ITT INDUSTRIES OF
CANADA LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

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