

COLLECTIVE AGREEMENT

Between:

**ATLAS COPCO MINING AND ROCK EXCAVATION TECHNIQUE (MR)**

And:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

**Duration: September 1, 2011 to August 31, 2014**

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

**ATLAS COPCO MINING AND ROCK EXCAVATION TECHNIQUE (MR)**

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

WITNESSED: 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(s) set out in the certificate(s) of bargaining authority and at any other premises opened or taken over by the Company in British Columbia, save and except supervisors, persons above the rank of supervisors, office and sales staff, temporary employees, and students employed during the school vacation period.
- 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 or in situations where customer needs require immediate action/service. No bargaining unit employee will be displaced as a result of this provision.

## 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 **facility** 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 Generally manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to determine the products **and services to be delivered or performed** schedules of work, kinds and locations of machines and tools to be used, **processes**, the engineering and designing of its

products **and services**, the control of materials and parts to be incorporated in the products **and services provided**, to determine the number of personnel required from time to time, to make studies of and to institute changes in work loads, job assignments, and also to determine the extension, limitation, curtailment or cessation of operations, and all other matters concerning the Company's operations not otherwise specifically dealt with elsewhere in the Agreement.

## ARTICLE 5 - DEFINITION OF EMPLOYEE AND STUDENT

- 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 any premises opened or taken over by the Company in British Columbia.
- 5.02 In this Agreement "student" is defined as an individual registered in a course of study at university, college or high school **and includes summer students and co-op placements. Students will be exposed to a learning environment working hand in hand with members of the Bargaining Unit. The parties agree to meet to discuss opportunities for partnering on student initiatives.**
- 5.03 In this Agreement "Temporary Employee" is defined as an employee of the Company from outside the Province of British Columbia who is assigned to perform work of the bargaining unit on a contract basis. The parties acknowledge that the Company has specially trained technicians outside of British Columbia who may be required from time to time to perform service work on customers' equipment. These employees shall not be considered members of the Bargaining Unit, however the Company shall pay the equivalent of union dues on behalf of each such employee **for the duration of the contract. For contracts in excess of 6 months, the Company agrees to train and/or mentor local Technicians in order to build local expertise.**

## ARTICLE 6 - HOURS OF WORK AND OVERTIME

### 6.01 DAY SHIFT

The standard work day shall consist of either eight (8), ten (10), or twelve (12) hour shifts. Work will be scheduled based on customer demands and normally performed between the hours of 6 a.m. and 6 p.m. Flex start time will be between the hours of 6 a.m. and 8 a.m. as scheduled by the Employer.

Hours of work may be changed by mutual agreement between the Company and the Union's **Member Representative**

### 6.02 AFTERNOON SHIFT

If a second shift is employed, it shall be scheduled between the hours of 6 p.m. and 6 a.m. and may consist of either (8), ten (10), or twelve (12) hour shifts.

A shift premium of fifty cents (\$0.50) shall be added on to the classified hourly rate.

### 6.03 WEEKLY HOURS

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

In situations where employees are assigned to work for a customer on extended tours (for a minimum of six [6] months), it is agreed that the weekly hours may be averaged over a two (2) week pay period or eighty (80) hours in a two (2) week pay period.

### 6.04 LUNCH PERIOD

Field Service Technicians shall have a paid half hour lunch period at mid-shift or as close to mid-shift as possible. All other employees will be required to take a 30 minute unpaid meal break.

### 6.05 SHIFT CHANGE

The Company shall give the employee forty-eight (48) hours' notice prior to changing of shifts. If less than forty-eight (48) hours' notice is given, it must be by mutual agreement between the employee and the employer.

### 6.06 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.

### 6.07 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 as follows:

#### (a) Daily Overtime:

- (i) All posted employees working the eight (8) hour shift shall be paid time and one-half (1.5x) their hourly rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours. Any hours worked in excess of twelve (12) hours shall be paid at double time. **No employee shall work in excess of 16 continuous hours.**
- (ii) All posted employees working the ten (10) hour shift shall be paid time and one half (1.5x) their hourly rate of pay for all hours worked in excess of ten (10) hours up to and including twelve (12) hours. Any hours worked in excess of twelve (12) hours shall be paid at double time.
- (iii) All posted employees working the twelve (12) hour shift shall be paid at double time (2x) their hourly rate of pay for all hours worked in excess of twelve (12) hours.

#### (b) Weekend (or Days Off) Overtime:

- (i) All posted employees shall be paid one and one half times (1.5x) their hourly rate of pay for the first four (4) hours worked on the weekend (Saturday/Sunday) or their regularly scheduled days off.
  - (ii) All posted employees shall be paid two times (2x) their hourly rate of pay for all hours worked in excess of four (4) hours on the weekend or their regularly scheduled days off.
- (c) Overtime for Employees working on a Bi-Weekly Average Hours of Work Schedule:
- (i) All posted employees working on a Bi-Weekly Averaging Schedule shall be paid at straight time for the first eighty (80) hours worked in the bi-weekly period and shall be paid one and one half times (1.5x) their hourly rate of pay for the first sixteen (16) hours of overtime.
  - (ii) All posted employees shall be paid two times (2x) their hourly rate of pay for all hours worked in excess of sixteen (16) hours in the pay period or for any hours that exceed twelve (12) hours in one day.
  - (iii) The provision of Article 6.07 (b) above shall not apply to these employees.
  - (iv) The Averaging Hours of Work Agreement shall be in accordance with the British Columbia Employment Standards Act.
- (d) Overtime During Vacation:
- Any employee called out to work during their scheduled vacation time shall be paid two times (2x) the hourly rate of pay of the classification of work performed.
- (e) Make Up Hours
- The Parties agree that an employee who has missed regular shifts due to illness during the week may request to make up their hours at straight time up to a weekly maximum of forty (40) hours on the weekend or on their normal scheduled days off if such work is available. For clarity, if the Company asked the employee to work on their day off or during the weekend the employee will be eligible for overtime payment in accordance with this Article.

#### 6.08 BANKED OVERTIME

Employees may bank overtime equivalent to forty (40) hours straight time at any given time. Employees shall state whether overtime is to be banked or paid on their next pay period when submitting their time-sheets. All overtime banked shall be banked at the appropriate rate governed by 6.07 and the rate of pay as outlined in Appendix "A".

Banked hours may be withdrawn by an employee in whole or in part at the rate of pay it was earned. In the event an employee wishes time off, such time will be by mutual agreement and subject to operating needs and service requirements of the business.

Banked hours may not be withdrawn during a month in which a disciplinary suspension is being levied. Banked overtime will not be used to fulfill the requirements of Article 6.16 (Work Week - Guaranteed).

All unused banked overtime must be paid out at the end of the Company's fiscal year. No banked time can be carried over a fiscal year.

6.09 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.

6.10 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.

6.11 OVERTIME - CALCULATION OF

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.

6.12 OVERTIME MEAL

(a) 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 Service Manager and if the request is reasonable the Service Manager shall grant same. This break shall occur at the regular meal hour.

(b) The Company shall pay the cost of such a meal in accordance with the Company's subsistence policy. **Where an employee is working in a remote location with excessive meal costs they shall advise their Supervisor and seek prior approval for reimbursement of reasonable meal expenses supported by a detailed receipt.**

6.13 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 **on their** 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.

6.14 **CALL IN PAY**

Employees called in before their regular starting time shall be paid at the prevailing overtime rate for time worked prior to their regular starting time.

6.15 **CALL BACK PAY**

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

6.16 **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.

6.17 **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, 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) The provisions of this section shall not apply if an employee voluntarily quits or **is laid off**, or is discharged for proper cause.

(d) All call outs shall be distributed to the most senior person holding the skill and ability to perform the proposed assignment(s) work. This does not apply to satellite territories. In cases where all of the employees refuse to do overtime, the least senior available technician will be required to perform the assigned work.

6.18 **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 Arbitrator, or other body, a mediator 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. 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.

### **7.03 CANADIAN JOINT GRIEVANCE PANEL**

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

## **ARTICLE 8 - ARBITRATION**

8.01 If the procedures set forth in Section 7.01, Step A and Step B, do not result in a solution being reached within seven (7) days, either party may, within thirty (30) days of receipt of

the answer at Step B, notify the other party in writing of its desire to submit the grievance to Arbitration. The parties shall attempt to agree upon an Arbitrator by exchanging nominations, and failing agreement within ten (10) days as to the appointment of an Arbitrator, a request from either party shall be made to the Minister of Labour of the Province of British Columbia for the appointment of an Arbitrator.

The decision of the arbitrator shall be final and binding. Each Party shall pay its own costs.

- 8.02 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 8.03 The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares.
- 8.04 Without restricting the specific powers hereinbefore mentioned, the Arbitrator shall have all the general powers of an Arbitration Board.

## **ARTICLE 9 - SENIORITY**

### **9.01 SENIORITY LIST**

The Company shall at least once every twelve (12) months, or at the request of the Union, 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 and during this period seniority will not be applicable. When the probationary period is completed seniority will commence from the date of hiring.

### **9.03 EMPLOYEE - RE-EMPLOYMENT**

An employee re-entering the employ of the Company **within twenty-four (24) months of leaving his employment** 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.
- (b) 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.
- (i) An employee laid off in one classification will be given the opportunity of displacing an employee with less seniority in a similar, higher or lower

level position provided the senior employee has the ability and qualification to perform the job in a manner which will not adversely affect the efficiency of the department beyond a short term (10 working days - maximum) familiarization period.

- (ii) Employees who bump to a lower level job will be paid at the step in the new position which is closest to their current pay.
- (iii) Employees who accept a position under this Article shall have the right to reinstatement in their former position **if** such becomes available **within twenty-four (24) months**. The job, in such instances, shall not be posted and the employee shall be reinstated in his former classification.

- (c) 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.

#### 9.05 SENIORITY RETENTION

A laid-off employee shall retain his seniority and recall rights with the Company for:

Less than one (1) year seniority -	6 months
Over one (1) seniority -	12 months
Over five (5) years seniority -	24 months.

#### 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 contact laid-off employees either personally, by mail or through the Union dispatcher at the address or at the telephone numbers supplied by the employee. 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

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 one (1) year's service with the Company, that employee shall be paid two (2) weeks' pay based on eighty (80) hours at their applicable rate of pay for each year of service with the Company. Such an employee may elect to accept lay-off pay under the provisions of this Section before the end of his right to recall period, but in so doing he shall forfeit all seniority rights accruing to him under this Agreement by reason of his term of service with the Company. The Lay-Off payment in this Article shall not exceed 40 weeks.

#### 9.08 DEEMED TERMINATED

An employee shall lose his seniority when any of the following occur:

- (a) An employee leaves voluntarily or is discharged for just cause.
- (b) An employee fails to notify the Company of his intention to return to work from a lay off, within five (5) working days after he has been notified by registered mail at his last address on file with the Company, or fails to return within seven (7) working days, unless a satisfactory reason acceptable to the Company is given.
- (c) If employee fails to return to work on the first regular work day following the expiration of leave of absence, unless due to extenuating circumstances beyond the employee's control prevents him from returning.
- (d) If any employee accepts a management position with the Company outside the bargaining unit, his seniority will be frozen for a period of up to 12 months provided the employee returns to the bargaining unit. An employee who works in such a position for more than 12 months shall lose his seniority rights within the bargaining unit.
- (e) If an employee is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Company of such absence and providing a reason satisfactory to the Company.
- (f) If an employee is on sick leave for a period in excess of 24 months and is not able to return to his former job permanently, the Company may undertake a review of the leave and the employment relationship.

**ARTICLE 10 – VACATIONS**

10.01 The vacation entitlement for all employees shall be as follows:

<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 2 years	2 weeks	4% or 80 hours
2 years but less than 7 years	3 weeks	6% or 120 hours
7 years but less than 18 years	4 weeks	8% or 160 hours
18 years but less than 25 years	5 weeks	10% or 200 hours
25 years and over	6 weeks	12% or 240 hours

**Employees working on a rotation (e.g. 14 days in and 14 days out), will be entitled to vacation pay equivalent to one regular rotation.**

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%, 6%, **8%**, or **12%** 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 percent (6%), **eight percent (8%)**, or **twelve percent (12%)** as the case may be of his gross earnings he earned in the year in which he ends his employment for which no vacation has been paid.

#### **10.04 VACATION PERIOD**

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

The Company will consider three (3) weeks' vacation during the summer months for those employees eligible for five (5) weeks or more vacation, if so requested.

#### **10.05 VACATION ENTITLEMENT**

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

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

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

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

#### **10.07 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 VACATIONS - REQUIREMENT TO TAKE**

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

#### **10.09 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.

#### **10.10 VACATION ENTITLEMENT**

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

- (a) due to temporary illness or non-occupational accident exceeding fifty-two (52) weeks;
- (b) with authorized leave of absence.

#### **10.11 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 fifty-two (52) weeks.
- (d) Lay off.

### **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   | 8. Remembrance Day                  |
| 2. Good Friday      | 9. Christmas Day                    |
| 3. Victoria Day     | 10. Boxing Day                      |
| 4. Canada Day       | 11. Family Day (3rd Monday in Feb.) |
| 5. B.C. Day         | 12. Christmas Eve                   |
| 6. Labour Day       | 13. New Year's Eve                  |
| 7. Thanksgiving Day |                                     |

In the event a new Holiday is proclaimed or celebrated by the Federal and/or Provincial Government, the parties agree that one of the non-legislated days listed above shall be substituted for the new Holiday so that the total number of designated holidays shall not exceed thirteen (13).

#### **11.02 GENERAL HOLIDAY - SATURDAY & SUNDAY**

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

### 11.03 GENERAL HOLIDAY PAY WILL BE PAID

Without limiting the general application of Section 11.01 but subject to the provisos contained herein, general holiday pay provisions will prevail:

- (a) Where an employee is off work due to any circumstance for which he is eligible to receive compensation under Workers' Compensation Act, provided such employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday.
- (b) Where an employee is off work due to sickness, quarantine, or an accident provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability.
- (c) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs.
- (d) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.

### 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) Payment of wages shall be made on a bi-weekly basis by automatic deposit in the employees' bank account.

### 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.

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

- 13.01 (a) (i) Travel time during the employee's regular shift hours, Monday to Friday inclusive, will be paid for at straight time.
- (ii) 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 (1.5x) to a maximum of twelve (12) hours in any twenty-four (24) hour period.

#### 13.02 WORK OUTSIDE BRANCH AREA

Employees required to report for work outside the base branch and who cannot return home daily, shall be paid all their transportation, accommodation and meal expenses, and other reasonable, miscellaneous, listed, receipted items **in accordance with the Company's policy and subject to the same provisions of Article 6.12..**

#### 13.03 WORK OUTSIDE CITY LIMITS

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

#### 13.04 JOBS AWAY FROM HOME

- (a) 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, unless mutually agreed.
- (b) If there is reason to extend this period, and the employee requests to return home, the Company will transport such an employee back to his home base and during such transportation such an employee shall be accorded all the benefits and conditions as to travelling as provided under this Agreement.
- (c) This will not preclude long term out-of-town assignments which will be arranged in advance.

#### 13.05 STANDBY TIME

**If an employee reports to a field job 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).**

#### 13.06 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.

#### 13.07 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, and provides the Company or its duly appointed representative with supporting medical evidence that he is unable to return to work in any capacity, he will automatically be granted leave of absence until such time as his doctor states he can return to work. For purposes of clarity, the Workers' Compensation Board, in the case of a work related injury, or the Insurance Carrier in the case of a Short Term or Long Term Disability claim, shall retain sole adjudication rights over the employee's eligibility for any benefits under these programs.
- (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 **and/or his immediate Supervisor**, immediately, or as soon thereafter as practicable, and also report to that department **and/or Supervisor** 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, **where required** all Personal Protective Equipment (PPE) in the workplace.

- Respirators with cartridges
- 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.

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

### (b) SAFETY GLASSES

The Company will pay for the cost of providing safety wear prescription glasses for those employees who need them.

### 15.04 PROTECTIVE CLOTHING

- (a) The Company shall supply protective clothing when employees are engaged in cleaning equipment.
- (b) The Company will continue its current practice of providing insulated coveralls where required.

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

#### 15.05 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.

#### 15.06 LUNCH ROOM

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

#### 15.07 REST PERIODS

An employee shall be granted two (2) fifteen (15) minute breaks during the course of each shift - one (1) in each half of the shift.

#### 15.08 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.

#### 15.09 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.

#### 15.10 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 Company with whom the picketing Union has a dispute. Should an employee refuse to cross the picket line, and no other work is available, the employee shall be sent home without pay.

#### 15.11 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.

#### 15.12 TOOLS

Employees who have personal tools in the workplace will be required to provide an inventory of his tools on each anniversary date of the Agreement on a form supplied by the Company. Any stolen or damaged tools shall be replaced by the Company. The Company will explore the option of supplying all tools required in the workplace. Employee will be advised if their personal tools are no longer required. Employees may submit a claim to their Supervisor if their tools have been vandalized and/or stolen. The claim shall not be unreasonably denied.

#### 15.13 TOOL REPLACEMENT ALLOWANCE

Journeymen with 12 months' service who are asked to supply their own tools shall receive a Tool Allowance of **four-hundred and twenty five (\$425)** per year, upon provision of receipts, to be paid on a separate cheque. This will be the amount for the duration of the contract.

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

New Journeymen and Apprentices with less than 12 months' service prior to May 1st of each calendar year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

#### 15.14 SUB-CONTRACTING

The Company agrees that it shall not contract out any work normally done by a member of the Bargaining Unit if such contracting out shall result in a lay off or non-recall of an employee.

It is agreed that should sub-contracting be required that the parties will meet and discuss the circumstance to seek mutual agreement on the impact to the existing employees and if other alternate avenues are available. The Company and the Union will meet semi-annually to discuss problems regarding sub-contracting.

#### 15.15 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
4. Retirement Plan Provisions
5. Health & Safety Manual/Policies

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

#### 15.16 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:

Two (2) week's pay for each year of service with the Company to a maximum of 40 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.

For purposes of clarity, the Severance provisions in this Article shall not be added to the Lay-off Pay provisions of Article 9.07. Employees will either qualify for Lay-Off Pay or Severance, but not both.

#### 15.17 BEREAVEMENT PAY

In the event of a death of an immediate family member, an employee shall be granted up to three (3) consecutive days without loss of regular pay for scheduled hours. The three (3) days must be taken in conjunction with the date of the burial. For the purpose of this policy, immediate family member shall mean spouse, mother, father, brother, sister, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild. Employees will be eligible for one (1) day of bereavement leave without loss of regular pay for scheduled hours in the event of the death of a niece or nephew. Should additional time off be required, the employee may be granted additional compassionate leave at management's discretion.

Should bereavement leave be required for attending a funeral of a person not falling within the definition of immediate family, the company may in its discretion grant an unpaid leave of absence for compassionate purposes.

#### 15.18 JURY DUTY

- (a) An employee who is summoned for jury duty or as a court witness shall be granted Jury Leave or Court Attendance Leave. On conclusion of Jury or Court Attendance Leave, the employee shall be reinstated to the position most recently held.
- (b) Jury or Court Attendance Leave will be with pay, provided the employee agrees to the following conditions:
  - (i) The employee is required to return to work immediately if services as a juror, or as a court witness, are not required; and
  - (ii) The employee shall provide a copy of the jury summons or summons to witness and submit a certified statement of fees paid by the court, or any other parties, for serving and such fees will be deducted from the employee's regular base pay. Fees paid by the court do not include reimbursement to the employee for expenses such as travel expenses.

#### 15.19 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.

#### 15.20 TRANSFER

When an employee agrees to a transfer, the Company shall reimburse the employee for relocation expenses in accordance with the Company's policy.

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.

#### 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 who wishes to improve or upgrade himself in his line of work. The Company reserves the right to deny or approve any requests for reimbursement.

Where required by the Company and pre-approved, employees will be reimbursed for the cost of Tradesmen Qualification Examinations upon successful completion.

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 SAFETY BOOT ALLOWANCE

Safety boot allowance will be as per the company Safety Boot Policy. One pair of CSA safety boots per year will be provided up to a value of **two hundred and seventy-five dollars (\$275.00)**. The boots can be purchased at the company's safety clothing supplier. Other retailers that supply safety boots can be accessed, but not beyond the value listed above.

- a) Probationary employees shall be reimbursed for the cost of their boots upon successful completion of their probationary period.
- b) The Company will reimburse the cost for replacement boots during the year if required based on unusual wear and tear.

#### 15.24 WORK ON CLIENT PREMISES

In the event where an Employee feels that the job required is unsafe, he must contact the planner and/or the Service Manager to discuss the matter and find a solution. Should no solution be mutually agreed, the employee shall have the right to exercise the right to refuse unsafe work without fear of retribution.

#### 15.25 UNION MANAGEMENT COMMITTEE

There shall be a Labour Management Committee comprised of two representatives of the Union, one of whom shall be the Lead Shop Steward, or shop floor representative approved by the Union and two Company representatives with decisional authority from the management team. The function of the committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances. The Committee shall meet on an informal basis at a time convenient to the parties.

### **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. 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.

The Company agrees to work with the Union and access any government programs available at the time, 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. Such employees shall have the choice of taking the training provided or of accepting a lay-off.



## ARTICLE 17 - JOB POSTING

### 17.01 PROMOTION

When new jobs are available, wherever possible, the Company will promote employees to a better paying job. Decisions for promotion will be made based on the employee's qualifications and ability to perform the requirements of the position. Where skills and abilities are relatively equal, seniority shall govern.

### 17.02 JOB POSTING

- (a) In the event that a new job is created or a vacancy occurs, the Company shall post a notice on the **internal job market** 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. The senior employee applying who has the skills and ability to do the job, subject to the Technological or Procedure Changes Article of this Agreement, shall receive such job.

### 17.03 NEW JOB CLASSIFICATION

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A" and/or "B", the Company and the Union shall promptly negotiate a wage rate for such classification.
- (b) Every effort will be made by the Parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day the new job commenced.
- (c) In the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to Step C grievance procedure in accordance with Article 7.

## 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 to the driver on which he must report defects in equipment with sufficient copies so that the driver may retain a copy and so that 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.

#### 18.02 JOINT OCCUPATIONAL HEALTH & SAFETY

The Company agrees to establish a well-founded and well-managed OHS program that is in compliance with the Workers' Compensation Act and Part 4 of the Provincial regulations.

### **ARTICLE 19 - MEDICAL - INSURANCE - DENTAL - PENSION**

**19.01 The Parties acknowledge that the Company has a universal employee benefit plan which is applicable to all employees of the Company across Canada. The Company will continue to make available to the employees the Hospital, Medical, Insurance, Dental and Short-term Indemnity Plan. The Company may amend the Benefit Plans at anytime provided the benefits in affect at the time of ratification are not substantially decreased during the term of this Agreement. The Company must consult with the Union before making any changes Benefit Plans.**

19.02 The Company shall also provide a Long Term Disability plan. The employee shall pay the group rate currently in effect which will be deducted from their paycheque. Under current tax rules, this ensures that the tax-free status of the benefit is maintained.

The details of the Benefits Plans are available to employees in Booklet form.

### 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. This provision will be effective for new employees only from the date of ratification. Current employees on recall or beyond the recall period who may be rehired are not subject to this provision and require no probationary period.

### 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 SICK/PERSONAL DAYS

All employees are eligible for up to ten (10) paid sick/personal days per calendar year upon completion of their probationary period. In the first year of employment, the number of sick days will be pro-rated based on the employee's start date.

Sick/Personal days are provided for illness of the employee or a close family member or for other personal family related reasons for which the employee requires the time off.

### 19.06 PENSION PLAN

- (a) The Company shall make contributions at the rate of **three dollars and ten cents (\$3.10)** per hour on **January 1, 2012** and increase **fifteen cents (\$0.15)** per hour on **January 1, 2013** for a total of **three dollars and twenty-five cents (\$3.25)** per hour and increase **fifteen cents (\$0.15)** per hour on **January 1, 2014** for a total of **three dollars and forty cents (\$3.40)** per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.
- (b) The Company is required to report on the forms provided by the Pension Plan.
- (c) 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.
- (d) The Pension Plan's Auditor may inspect during regular business hours a Company's record of time worked by employees and contributions made to the Plan.
- (e) The Pension contribution will not apply to Sick Time hours.

**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 September 1, 2011 to and including August 31, 2014, 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 August 31, 2014, 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 \_\_\_\_\_, 2012.

ATLAS COPCO MINING AND ROCK  
EXCAVATION TECHNIQUE (MR)

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_

**APPENDIX "A" - WAGE SCHEDULE**

**January 1, 2012- 2.2%**

<b>JOB CLASSIFICATION</b>	<b>Years of Service</b>				
	<b>Start Rate</b>	<b>After 12 months</b>	<b>After 24 months</b>	<b>After 36 months</b>	<b>After 48 months</b>
Senior Field Service Tech	\$31.57	\$32.38	\$32.92	\$33.46	\$34.53
Field Service Technician	\$31.57	\$32.38	\$32.92	\$33.46	\$34.53
Service Planner	\$31.57	\$32.38	\$32.92	\$33.46	\$34.53
Shop Service Technician	\$29.15	\$30.23	\$31.30	\$32.38	\$33.46
Non Licensed Technician	\$28.34	\$29.15	\$29.95	\$30.76	\$31.57

**January 1, 2013 2.2%**

<b>JOB CLASSIFICATION</b>	<b>Years of Service</b>				
	<b>Start Rate</b>	<b>After 12 months</b>	<b>After 24 months</b>	<b>After 36 months</b>	<b>After 48 months</b>
Senior Field Service Tech	\$32.26	\$33.09	\$33.64	\$34.20	\$35.29
Field Service Technician	\$32.26	\$33.09	\$33.64	\$34.20	\$35.29
Service Planner	\$32.26	\$33.09	\$33.64	\$34.20	\$35.29
Shop Service Technician	\$29.79	\$30.90	\$31.99	\$33.09	\$34.20
Non Licensed Technician	\$28.96	\$29.79	\$30.61	\$31.44	\$32.26

**January 1, 2014 2.2%**

<b>JOB CLASSIFICATION</b>	<b>Years of Service</b>				
	<b>Start Rate</b>	<b>After 12 months</b>	<b>After 24 months</b>	<b>After 36 months</b>	<b>After 48 months</b>
Senior Field Service Tech	\$32.97	\$33.82	\$34.38	\$34.95	\$36.07
Field Service Technician	\$32.97	\$33.82	\$34.38	\$34.95	\$36.07
Service Planner	\$32.97	\$33.82	\$34.38	\$34.95	\$36.07
Shop Service Technician	\$30.44	\$31.58	\$32.69	\$33.82	\$34.95
Non Licensed Technician	\$29.60	\$30.45	\$31.28	\$32.13	\$32.97

## APPENDIX "B"

### B.01 APPRENTICES

The Parties agree that the decision to approve an employee for an Apprenticeship rests exclusively with the Company. The Company shall have the ability to determine the number of Apprentices required and who will be sponsored. In selecting employees for an apprenticeship, the Company shall post the opening in the workplace with clearly identified qualifications, skills and abilities. Where these factors are relatively equal, the hiring decision will be based on seniority.

- (a) The length of an Apprenticeship contract for a given trade shall be in accordance with the rules and regulation of the Provincial Industry Training Authority.
- (b) Any registered Apprentice, who, as a requirement of his Apprenticeship attends school, will apply to Employment Insurance Canada for wage replacement prior to his attendance at school.
- (c) An Apprentice, having served his required time and having passed any necessary examinations presented by the Provincial Industry Training Authority, will be classified as a Journeyman at the next available opportunity.
- (d) The number of Apprentices employed shall not exceed the ratio of one (1) Apprentice to each four (4) Journeymen.
- (e) The wage rate for an Apprentice shall be based on the schedule determined by the Industry Training Authority of British Columbia.
- (f) An Apprentice shall not receive further percentage increments without having passed the required training modules and having served his required time on the job.
- (g) 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 Appendix "B" of the Master Agreement.
- (h) The Company shall be responsible for the preauthorization/registration of benefits payable through the Human Resource Department Commission.

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

ATLAS COPCO MINING AND ROCK EXCAVATION TECHNIQUE (MR)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

All employees working as of the date of ratification will be red circled for the purposes of this agreement and be paid double time (2x) rate for all hours worked in excess of their regularly scheduled shift.

This agreement will be in effect for the following employees as long as they are employed by Atlas Copco Mining and Rock Technique (MR) in British Columbia.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**ATLAS COPCO MINING AND ROCK  
EXCAVATION TECHNIQUE (MR)**

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

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**LETTER OF UNDERSTANDING #2**

BY AND BETWEEN:

**ATLAS COPCO MINING AND ROCK EXCAVATION TECHNIQUE (MR)**

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

This Memorandum of Settlement has been agreed to by both parties as full satisfaction of the Letter of Understanding #2. This document shall be attached to the Collective Agreement dated September 1, 2009.

This Memorandum of Settlement applies to the following employees for as long as they are assigned to work at the Peace River Coal location:

The parties agree that wages for the employees identified above will be converted to an annual salary of \$112,015 per annum effective January 1, 2010 for as long as they continue to be assigned to the Peace River Coal location.

The employees' regular rotation and shift is attached and shall form part of this agreement.

Any additional hours of work outside this schedule shall be subject to overtime at two times (2x) the hourly rate identified in Appendix A to the Collective Agreement.

The Employer agrees to meet with the Union and Employees should the rotation and/or shifts need to be changed to accommodate the customers' needs.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**ATLAS COPCO MINING AND ROCK EXCAVATION TECHNIQUE (CMT)**

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

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