COLLECTIVE AGREEMENT

May 1, 2016 TO April 30, 2019

GENERAL SERVICE AGREEMENT
INDUSTRIAL - COMMERCIAL - INSTITUTIONAL

BETWEEN

ATCO STRUCTURES & LOGISTICS LTD.
PRINCE GEORGE, B.C.

AND

CONSTRUCTION MAINTENANCE AND
ALLIED WORKERS BARGAINING COUNCIL
LOCAL UNIT 1998

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GENERAL SERVICE AGREEMENT

INDUSTRIAL - COMMERCIAL - INSTITUTIONAL

THIS AGREEMENT DATED FOR REFERENCE THE 1ST DAY OF MAY, 20**16**

BETWEEN: **ATCO STRUCTURES & LOGISTICS LTD.**
982 Boundary Road
Prince George, British Columbia
V2N 5T2

(Hereinafter the Employer)

AND: **CONSTRUCTION MAINTENANCE AND ALLIED WORKERS BARGAINING COUNCIL, LOCAL UNIT 1998**
909 - 5th Avenue
Prince George, British Columbia
V2L 3K7

(Hereinafter the Union)

ARTICLE 1 OBJECTIVE

1.01 The object of this agreement is to promote the industry, elevate the trade, promote peace and harmony between the employer and employee, facilitate the peaceful adjustment of all disputes and grievances, prevent strikes and lockouts, and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the industry. During the term of this agreement, the employer agrees that there shall be no lockout and the union agrees that there shall be no strike.

ARTICLE 2 COLLECTIVE BARGAINING UNIT

2.01 The employer recognizes the union as the sole collective bargaining agency for all employees performing work as outlined in this agreement under job classifications and coming under the jurisdiction of the union as certified by the British Columbia Labour Relations Board.

2.02 Both parties agree that personnel not included in the bargaining unit shall not regularly perform any of the duties, operate any of the equipment, or use any of the tools normally associated with any of the classifications covered by this agreement.

ARTICLE 3 NEW CONSTRUCTION

3.01 While recognizing ATCO Structures Core Employee provisions, all camp and office construction installation and dismantle shall be performed under the terms and conditions of the CMAW I.C.I. Standard Agreement.

ARTICLE 4 WORKING FORCES

4.01 The union recognizes the right of the employer to operate and manage the business in all respects in accordance with its commitments and responsibilities and that the locations of operations, the schedules, the shifts, the processes and means of dealing with products, materials and equipment are solely the responsibility of the employer.

4.02 The management and the operation of and the direction, promotion, hiring, discharge, transfer and suspension for just cause of the working forces is vested exclusively in the management; provided, however, that this will not be used for purposes of discrimination against the employee or be in conflict with the collective agreement. Employees shall observe company rules and regulations. All company rules and safety regulations to be published, posted and distributed to the employees by the company, a copy of said company rules and safety regulations shall be filed with the union.

The company shall notify the union of any additions or amendments to said rules or safety regulations within seven (7) days from the date that said addition(s) or amendments(s) are effected.

4.03 All of the terms and conditions of this agreement will apply equally to all employees without discrimination as to sex, race, age or other prohibited grounds.

4.04 The employer signatory to this agreement will not sub-contract any work regularly performed in the shop to a non-union shop or contractor when a union shop or contractor is available who is signatory to the employer. The employer will not contract out if employees on layoff have the skills and qualifications to perform the work required.

ARTICLE 5 UNION SHOP

5.01 All employees coming within the scope of this agreement shall as a condition of employment become and remain a member in good standing of the union at the date of hire.

5.02 When new employees are required, the employer agrees to contact the union. If competent union workers are not available, then the employer may obtain help elsewhere, it being understood that they register with the shop steward before commencing work and then join the union within two (2) weeks and remain members in good standing as a condition of continuing employment.

5.03 Shop stewards shall have one (1) years service with the employer and will be recognized in all shops and shall not be discriminated against. The foreperson/lead hand and service manager shall be notified by the union of the name or names of such shop stewards and in the event of a layoff or reduction in the work forces, such shop stewards shall, at all times, be given preference of continued employment, unless otherwise agreed between the parties hereto, provided they have the necessary skills and qualifications to perform the work.

5.04 It is understood that the shop steward(s), after consultation with the foreperson, shall with permission, during working hours and without loss of time or pay, be allowed to leave their regular duties for a reasonable length of time in order to investigate and settle if possible, grievances in his jurisdiction.

The union shall provide the employer with the name of the shop steward(s).

5.05 Business agents shall have access to all shops covered by this agreement in the carrying out of their regular duties, after notifying the employer or the employer's representative; however, in no way will they interfere with the workers during working hours unless permission is granted. The business agent may also consult with the shop steward at any time during working hours for a reasonable length of time, after notifying the employer or its representative.

5.06 Employees who fail to maintain their membership in the Union as prescribed herein shall be subject to discharge after seven (7) days written notice to the Employer. **The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.**

5.07 Subject to mutual agreement between the employer and the union, the employer may employ students under the following conditions:

A) During the summer recess extending from April 15th to September 1st of any year.

B) Providing that the student does not replace any union member's work.

C) Each student shall, as a condition of continuing employment, remit an assessment fee each month to the union, in accordance with Article 6.01 in an amount equal to the regular union dues in effect under the terms of this agreement.

D) A student is defined as a person in full time attendance at school or university immediately prior to April 15th and will return on or by September 1st.

E) A student employed will not accrue seniority rights.

F) Students will be employed under the classifications and paid as stipulated in article 22.02, A).

ARTICLE 6 DUES CHECK-OFF

6.01 The employer agrees to deduct from each employee coming within the scope of this agreement, union initiation fees, dues and assessments legally levied and in the amount communicated to the employer by the union from time to time.

6.02 Deductions will be made from the first earned pay period in each month and remitted to the financial secretary of the union by the end of the applicable month. The remittance shall include a list of the employees showing their respective deductions, new employees, terminations and those on compensation.

6.03 New employees, after having worked two (2) weeks, shall be made liable for the required deductions. If deduction is not made from an employee for any reason, deduction for that month will be made from a subsequent pay cheque and forwarded with the next remittance.

6.04 The employer agrees that if signed authorizations are deemed required to make such deductions, the employer shall obtain them. The union will supply such forms upon request.

6.05 The employer will automatically deduct from each member's wages, a dues supplement in the amount of twenty-five (25) cents per hour for each hour worked by all employees working under the terms of this agreement, and such deduction shall be forwarded to the local union by the fifteenth (15th) day of the calendar month following the month in which the obligation arose.

ARTICLE 7 REGULAR HOURS OF WORK

7.01 The normal hours of work shall be forty (40) hours per week, consisting of five (5) eight (8) hour days, from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for lunch. The normal workdays shall be Monday to Friday. The shipping, receiving, material handling and maintenance workers may have a flex start/finish time of one (1) hour. The regular starting and quitting time may be varied by mutual agreement.

7.02 The second shift shall be eight (8) hours with one-half hour for lunch and shall be paid at standard rates plus six (6) percent.

7.03 The third shift shall be eight (8) hours with one-half hour for lunch and shall be paid at standard rates plus ten (10) percent.

7.04 No employee will be allowed to work more than one (1) regular shift in any day.

7.05 The working force on the day shift shall alternate with the working force on the second and third shifts doing similar work, on a monthly basis, or by mutual agreement of all parties concerned.

7.06 When shifts are being introduced, seniority shall apply.

ARTICLE 8 OVERTIME HOURS

8.01 A) For the purposes of overtime, the week shall commence on Saturday at 12:01 a.m. and end at midnight Friday.

B) All hours worked in excess of eight (8) hours per day, Monday to Friday, both days inclusive, shall be paid for at the rate of time and one-half (1-1/2) the regular hourly rate for the first three (3) hours and double the regular hourly rate thereafter.

C) Saturday work shall be paid for at the rate of time and one half (1-1/2) the regular hourly rate for the first eight (8) hours and double the regular hourly rate thereafter.

D) All hours worked on Sunday or a statutory holiday shall be paid for at the rate of double the regular hourly rate.

The parties recognize that the nature of the business will require overtime.

It is understood that employees will be assigned overtime in accordance with operational requirements, however, any employee may refuse an overtime assignment and such employee will not be subject to discrimination. Employees will be given the first right of refusal for all overtime. If overtime assignments are refused the company has the right to utilize subcontractors to complete overtime assignments.

8.02 Over two (2) hours and up to four (4) hours overtime worked shall be paid the employees in the form of one half (1/2) hour at straight time to cover the cost of a meal. Time for such meal is to be on their own time.

8.03 Over four (4) hours and upwards of overtime worked; a free hot meal shall be provided by the employer after the first two (2) hours of overtime worked and after each four (4) hours worked thereafter, providing there is a continuation of work. Such meal times shall be paid for at straight time rates.

8.04 Time Off in Lieu of Overtime: Instead of cash payment for overtime an employee may choose to receive time off at the appropriate rate. All accrued time will be taken off based on a mutual agreement between employee and employer as to time and designated period with the final decision with the employer. If an employee does not achieve forty (40) regular hours of work in a one week period, the company will apply banked overtime hours to equal a standard forty (40) hour work week. All accrued time must be paid out in full at the time of layoff. All accrued time must be taken or paid out in full by December 31. In case of an employee being laid off or quitting, Article 10, Clause 10.02 will apply.

ARTICLE 9 CALL TIME HOURS

9.01 Any member reporting for his/her scheduled shift or being called out to a job and not being required shall receive not less than **two (2)** hours pay. **In such cases, the member has the option to work for a maximum of four (4) hours if they so choose**.

Any member who works beyond the mid shift lunch break shall be paid for the full regular shift unless the employee(s) leaves on their own accord.

9.02 Any member who has completed one (1) shift and left the premises and who is called back to work for any reason, shall receive not less than two (2) hours pay at the recognized overtime rates.

ARTICLE 10 PAYMENT OF WAGES

10.01 **The** Employer shall, not later than each alternate Friday, pay to each employee all wages and salaries due to them up to a day not more than seven (7) days prior to the date of payment. Each pay cheque will include an itemized statement indicating hours worked at straight time and overtime rates, rate of pay and individual deductions. Further, if a statutory holiday should fall on a Friday, payment will be made on the Thursday prior.

10.02 **Where an employee is no longer employed, the employee shall receive all wages and statements in accordance with any applicable legislation and arrangements shall be made to file the employee's EI "Record of Employment" within five (5) calendar days.**

ARTICLE 11 NOT APPLICABLE

ARTICLE 12 LEAVE OF ABSENCE

12.01 Employees who have completed their probationary period with the employer will be allowed, in the event of a death of an immediate relative, a leave of absence provided the employee attends the funeral or makes arrangements for the funeral or is given permission by the service manager. The pay of the employee(s) is to be their regular straight time rate of pay for three (3) consecutive days of absence, providing the days of paid absence fall within a period in which the employee was scheduled to work. **The Parties agree that Employees shall not be entitled to paid leave as per 12.01 if they have received an equivalent benefit directly from the Union.**

For purposes of this leave, the family is considered to be the employee's spouse, father, mother, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and legal guardian.

12.02 Any employee(s) who is required to perform jury duty or subpoenaed witness duty on a day on which they would normally have worked shall be reimbursed by the employer for the difference between the pay received for jury duty or subpoenaed witness duty and his/her regular straight time hourly rate of pay for his regularly scheduled hours of work. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than three (3) hours of their normal shift remains to be worked. It is understood that such reimbursement shall not be for hours in excess of hours normally worked, less pay received for jury duty or subpoenaed witness duty. The employee will be required to furnish proof of jury service or subpoenaed witness duty or jury duty pay received.

12.03 Hours paid by the employer for jury or subpoenaed witness duty will be counted as hours worked for the purpose of accruing seniority, for gross earnings in determining vacation with pay for qualifying for vacations and recognized holidays, but will not be counted as hours worked for the purpose of computing overtime.

12.04 Union business -- Upon written request by the union, elected officers and delegates will be granted leave of absence without pay for the purpose of such union business. A minimum of seven (7) days notice of such Leave of Absence will be required where possible.

12.05 Members elected to full time union positions -- Upon written request by the union, the employer agrees that an employee will be given a leave of absence of up to four (4) years without gain or loss of seniority.

12.06 The employer will grant leave of absence to a maximum of six (6) months without pay to employees for compassionate reasons or for educational reasons or extended vacation purposes or as mutually agreed by the employer and the shop committee conditional on the following terms:

(A) Applicants must:

1. Apply one month in advance unless circumstances arise beyond the control of the employee.

2. Apply in writing to the employer and shop committee disclosing grounds.

3. Have eighteen (I8) months seniority, or less if agreed by the employer and the shop committee.

(B) The employer shall grant such leave provided:

1. A suitable and qualified replacement is available.

2. The shop committee has approved.

(C) In cases where grounds for leave are of a confidential nature, the employer shall have the exclusive right to grant such leave with written notice to the shop committee.

(D) Authorized leave shall be in writing and shall be signed by the employer and the shop committee. An employee(s) not returning at the expiration of their leave shall be considered to have quit voluntarily unless they furnish within three (3) days of the expiration of their leave, a valid reason for not having returned.

12.07 **Maternity and parental** leave are granted as per the Employment Standards Act. It is agreed and understood that should this act be amended during the term of this collective agreement, the revised act will apply from the date the provisions become effective. The provisions of the above-mentioned act are as follows:

1. A request for **Maternity or parental** leave must be made in writing to the Company at least four (4) weeks before the employee proposes to being on leave and, if required by the Company, must be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave. For pregnancy leave, the medical certificate must state the employee is pregnant and estimate the probable date of birth of the child.

2. An employee who requests **Maternity** leave is entitled to a leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period at the employee's request, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.

3. Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

4. A request for a shorter period under subsection (2) must be given in writing to the Employer at least one week before the proposed return to work date and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

5. Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

6. Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

7. A birth mother who takes **Maternity** leave is entitled to thirty-five (35) consecutive weeks of unpaid parental leave. A birth mother must begin her parental leave immediately after her pregnancy leave ends, unless she and the Company agree otherwise.

8. A birth mother who does not take **Maternity** leave, birth father, or an adopting parent is entitled to up to thirty-seven (37) weeks of unpaid parental leave. The leave can begin anytime within the fifty-two (52) weeks of the birth or placement of the child.

9. An initial period of parental leave may be extended up to five (5) consecutive weeks if the child requires an additional period of parental care. The employee will be required to provide a doctor's certificate or other evidence

that the employee is entitled to the leave or leave extension.

ARTICLE 13 SENIORITY

13.01 The Employer recognizes the principle of seniority after **six (6)** calendar months of employment not including any periods of absence; it being understood that seniority will be determined by the longest service **within the bargaining unit** from their first day of work.

13.02 An up-to-date seniority list will be supplied and posted by the employer on the company notice board once every twelve (12) months and at time of lay-off. Employees will be listed in order of highest seniority to lowest seniority.

13.03 Core employees will accumulate seniority as per the Collective Agreement with re-call rights as per Article 13 Section 13.04. Temporary employees will not accumulate seniority under Article 13 of this Collective Agreement.

(Definition):
Core employees performing servicing, retro-fitting, and production.
Temporary employees (New hires) performing retro-fitting and production.

13.04 Lay-off - For the prevention of grievances arising over lay-offs, the leadhand or foreperson shall notify the chief shop steward prior to the lay-off, the names of those to be laid off.
Lay-off – Employees will be laid off in the reverse order in which their names appear on the seniority list or if they do not have the necessary skills and qualifications to perform the work required.

13.04 When a member has established himself/herself with **six (6)** months employment with the **Employer**, in the event of lay-off, they shall be given three (3) days notice whenever possible. However, they shall be given a minimum of eight (8) hours' notice or eight (8) hours pay at their regular rate in lieu of the said notice.

Employees whenever possible, shall notify the employer at least three (3) days in advance of their intent to terminate their employment.

Employees with three (3) or more years of service with the employer shall, in the event of a lay-off, be given three (3) days notice and wherever possible, five (5) days notice.

13.05 Re-hiring -- employees who have been laid off and whose names are still on the seniority list at the time of recall, will be recalled to work in the order in which their names appear on the seniority list, provided they are available and have the necessary skills and qualifications to perform the work required. The employer shall maintain an address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address, together with a telephone number at which he may be contacted.

No new employees will be hired until former employees, who are available and have the necessary skills and qualifications to perform the work required, are given the opportunity to return to work.

Employees who have been laid off and who have been notified of the plant vacancy

must respond to the employer's notification of re-hiring within twenty-four (24) hours (excluding Saturday, Sunday and Statutory Holidays) of such notification. It shall not be a violation of this agreement if the employer fails to adhere to the strict principles of seniority when a laid-off employee fails to respond to the employer's notice of plant vacancy within the time limits prescribed.

In the event of a temporary call-back (that being defined as five (5) working days or less employment), the employees being called back will have the option of accepting or rejecting one or more call-backs.

When a temporary call-back is rejected by an employee, the shop steward will be so informed. Should the temporary call-back exceed the estimated term, the senior employee will again be given the opportunity to return to work.

Should the employee(s) fail to report for work within the designated period and having no reasonable excuse for their failure, they shall forfeit all their seniority rights.

13.06 It is agreed between the employer and the union that seniority during lay-off or leave of absence will be retained on the following basis:

(A) 1. An employee with less than one (1) years seniority shall retain seniority for a period equal to the number of days between their seniority date and their date of layoff or leave of absence.

2. Employees with one or more years seniority but less than five (5) years seniority, shall retain their seniority for a period of twelve (12) months from their date of layoff or leave of absence.

3. Employees with five (5) or more years seniority, shall retain their seniority for a period equal to twenty-four (24) months from date of layoff or leave of absence.

(B) Employees on compensation, sickness or disability due to accident, for such time as it may take to recover health, the employer shall have the right to require a certificate from a qualified medical practitioner.

13.07 The employer agrees to post all opportunities for promotion to a higher classification, and to other departments. Such postings will be made for five (5) continuous days on the bulletin board. The parties agree that should successful employees not be able to do the job, they will go back to their previous position. Notwithstanding the above, the employer shall have the right to fill such vacancies on a temporary basis.

13.08 In the event of layoffs, the foreperson and lead hands shall, at all times, be given preference of continued employment providing their classification is required.

ARTICLE 14 VACATIONS WITH PAY

14.01 Employees shall receive an annual vacation with pay in accordance with their years of seniority with the employer as follows:

Years of Service	Entitlement	Pay
Up to 1 Year	0 wks	4 %
After 1 Year	2 wks.	4 %
After 2 Years	3 wks.	6-1/2 %
After 9 Years	4 wks.	8-1/2 %
After 14 Years	5 wks.	10-1/2 %

14.02 Vacation pay for each week of vacation will be paid as a percentage of gross earnings as stipulated above. A vacation list shall be provided and posted on the notice board so that employees may choose their time of vacation. Employees will indicate vacation period preference during the months January to March inclusive each year. Notice of acceptance of vacation periods chosen and a final holiday schedule will be given during the month of April each year. Acceptance of vacation periods chosen will be governed by seniority, or as mutually agreed. An employee may take the full vacation time to which he is entitled or a portion thereof. The maximum number of employees on vacation will be fifty per cent (50%) at any one time of the April final holiday schedule.

14.03 Vacation Pay for each employee shall be paid each pay period at the percentage as provided in Article 14.01.

14.04 The following shall be considered as days actually worked for determining vacation entitlements for an employee after one year of employment:

(A) Absence on Worker Compensation up to a period of one (1) year, provided that the employee(s) returns to their employment. The employer shall have the right to require a certificate from a qualified medical practitioner.

(B) Absence due to illness up to a period of one (1) year, provided that the employee(s) return to their employment. The employer shall have the right to require a certificate from a qualified medical practitioner.

(C) An employee(s) on duly approved leave of absence will, when they return, be credited with the time worked prior to the said leave of absence.

(D) An employee(s) laid off will, when they return within the applicable recall period under Article 13.05, be credited with the time worked prior to and during lay-off.

(E) Statutory holidays or days observed as such will be considered as days actually worked for calculating vacation pay.

ARTICLE 15 STATUTORY HOLIDAYS

15.01 All employees covered by this agreement who have been employed with the employer for thirty (30) calendar days or more shall receive twelve (12) paid statutory holidays per year and any other public holiday declared by the Provincial or Federal Governments. Such employees shall receive a day's pay on the payday following the statutory holiday. Employees who have been employed less than thirty (30) calendar days shall receive an amount equal to four point eight percent (4.8%) of their gross earnings.

Employees laid off or terminated prior to the statutory holiday shall be entitled to the holiday pay for that holiday, provided that they have worked at least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday and have worked the regularly scheduled shift immediately preceding the statutory holiday.

In the event an employee is absent due to illness on the regular shift immediately before or immediately after a statutory holiday the employee must provide a doctor's certificate in order to receive payment for the statutory holiday. If applicable, the cost of the certificate will be reimbursed by the employer upon submission of a receipt.

15.02 The twelve (12) statutory holidays shall be:

New Year's Day	B.C. Day
Family Day	(1st Monday in August)
(3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

15.03 When a statutory holiday falls on a non-working day, the employer may designate the day or days to be observed immediately prior to or following the day on which the holiday occurs.

ARTICLE 16 HEALTH AND WELFARE

16.01 The Employer shall pay to the Carpenters Workers Benefits Plan (CWBP) contributions of **one dollar and ninety-three cents ($1.93)** and any contributions in the amount that represents the increase determined by the Board of Trustees of the **CMAW Benefit Plan**. Such contributions are due and payable for each employee covered by this agreement on or before the 15th day of the calendar month following the month in which the obligation arose. Any saving in the employment insurance premium payment shall be considered part of this contribution.

16.02 The employer and the union shall abide by the terms of the Trust Agreement of the **CMAW Benefit Plan**

ARTICLE 17 TECHNOLOGICAL CHANGE

17.01 In the event of a technological change involving layoff of personnel, every effort will be made by **the Employer** and union to settle any grievance before referral to the Minister of Labour.

ARTICLE 18 GENERAL CONDITIONS

18.01 A fifteen (15) minute rest period will be allowed in each half of a shift. If overtime has been scheduled, a fifteen (15) minute rest period will be allowed between the end of the regular shift and the start of the overtime.

18.02 Lunchroom facilities with adequate seating and tables for all employees will be provided and maintained in a clean condition by the employer.

18.03 Adequate and separate rest room facilities will be provided in accordance with the Factories Act and shall be maintained in a clean condition by the employer.

18.04 Necessary pickup and wash-up time will be allowed prior to quitting time.

18.05 No employee shall supply any tools on the employer's premises other than accepted normal tradespersons hand tools. Where drill bits, files, etc, are used extensively, the employer shall supply the first issue and replace worn or broken items. At termination, the issued items shall be returned to the employer.

18.06 The employer must assure the safety of the employee's tools against fire and burglary while in its employ. If so requested, the employee shall submit to the superintendent or employer representative an inventory of tools and working apparel on the job.

18.07 Should an employee(s) use their personal vehicle on company business, they shall be reimbursed at the rate per kilometre as provided for in the Company Policy. Such rate may be adjusted from time to time to compensate for any cost changes. Employees will not transport goods manufactured by the employer with their own vehicles on a regular basis.

18.08 Failure of an employee to act upon instructions given him by other than his immediate supervisor or service manager or in their absence their designate shall not constitute cause for dismissal.

18.09 If an employee handles several jobs as part of his or her regular duties, then that employee shall receive the rate of his or her top classification within that assignment.

18.10 When an employee(s) is transferred to another classification, they shall be paid the rate of such classification.

18.11 The employer will endeavour to resolve parking problems for the employees during the term of this agreement.

18.12 Outside work away from the factory premises will be distributed among the employees provided they have the ability to perform the work entailed.

18.13 For the purpose of this collective agreement all time is based on time actually worked.

18.14 To ensure a safe and harmonious working environment, it is understood that clear and concise communications must be established between the service manager, foreperson and/or leadhand and employee. All parties will work together to resolve any miscommunication.

18.15 It is recognized that training is an important part in the development of the employee. The company will use its best efforts to train the employee in all areas of skills and job responsibility.

18.16 The employer shall supply and maintain coveralls to all employees within the bargaining unit. Coveralls must remain at workplace. Upon an employee's separation or termination the coveralls will remain with the employer.

ARTICLE 19 SAFETY AND HEALTH

19.01 It is understood and agreed that the parties to this agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act and ATCO's safety rules and regulations. Any refusal on the part of a member to work in contravention of such regulations shall not be a breach of this agreement. Further, no member will be discharged because he or she fails to work under unsafe conditions or because he or she insists on safe working conditions. Any refusal of a member to abide by Workers' Compensation Board regulations and ATCO's safety rules and regulations after being duly warned will be sufficient cause for dismissal.

19.02 A Safety Committee will be established in accordance with Workers' Compensation Board Requirements. Safety meetings will be held once monthly during working hours and no member of the committee shall suffer deduction in wages for time spent on behalf of the committee. The employer may have fifty percent (50%) of participants on this committee.

19.03 An employee having to cease work due to a compensable injury shall be paid by the employer for the full regular shift on the day the injury occurs provided he seeks medical attention at the time of injury.

19.04 When an employer requests an employee to write an exam for a first aid course, registration fees and time lost to write the exam shall be paid by the employer upon successful completion. Employees who are required to renew their first aid ticket shall receive their straight time rate of pay upon successful completion of the applicable day course. **Such payment shall only be made if the exam or course takes place during regularly scheduled working hours.**

ARTICLE 20 UNION LABEL

20.01 It is hereby understood and agreed by the employer and the union that an application shall be made for the Union Label to the First General Vice-President of the Construction Maintenance and Allied Workers Bargaining Council. If the application is approved and the Union Label is issued by the Construction Maintenance and Allied Workers Bargaining Council to be placed upon the employer's products, it is understood and agreed that the Label shall remain the property of the Construction Maintenance and Allied Workers Bargaining Council and shall at all times be in the possession of a member of the Construction Maintenance and Allied Workers Bargaining Council and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of CMAW. Use of the said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the employer at any time at the discretion of the CMAW.

ARTICLE 21 GRIEVANCE PROCEDURE

21.01 Any difference arising between the parties bound by this agreement concerning its interpretation, application, operation or any alleged violation thereof, including any differences arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.

21.02 The employee(s) involved, preferably with the shop steward, will first take up the matter with their foreperson or supervisor directly in charge of the work. Should the matter not be resolved within three (3) working days, the matter shall be referred within three (3) days as follows:

21.03 Failing resolution in 21.02, the union representative and the employer's representative will discuss and if possible, settle the matter.

21.04 Failing resolution in 21.03 above, within three (3) working days, the grievance shall be set out in writing by the grieving party and referred to the other party and they shall forthwith confer upon the matter.

21.05 Failing resolution of 21.04 above, within seven (7) working days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) members as follows:

(A) The party desiring arbitration shall appoint a member for the Board and notify the other party in writing of its appointment and particulars of the matter in dispute.

(B) The party receiving the notice shall within five (5) days thereafter, appoint a member for the board and notify the other party of its appointment.

(C) The two (2) arbitrators so appointed shall confer to select a third member to be chairperson and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third member.

21.06 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (l0) days from the date of the appointment of the chairperson, provided the time may be extended by agreement of the parties. The board shall deliver its award in writing to each of the parties and the award of a majority of the board shall be final and binding upon the parties and they shall carry it out forthwith.

21.07 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointees to the Board and one-half the compensation and expenses of the chairperson and stenographic and other expenses of the Arbitration Board.

ARTICLE 22 CLASSIFICATIONS AND WAGE RATES

22.01 **A) Service Classifications**

1. Journeyperson

   Employees who are classified as Service Person I and are certified in the gas or electrical trades as recognized by the Department of Labour or other government authorities (T.Q. Ticket, etc).

2. Service Person I

   Employees who are capable of performing all necessary industry skills including carpentry, electrical, plumbing, heating and sheet metal under minimal supervision.

3. Service Person II

   Employees performing all necessary skills for the industry including carpentry, electrical, plumbing, heating and sheet metal under supervision.

4. Service Person III/Carpenter

   Employees acquiring all the skills necessary for the industry including carpentry, electrical, plumbing, heating and sheet metal under supervision. Employees performing retro-fitting and production.

5. Service Person IV

   A new employee who is acquiring all the skills necessary for the industry including carpentry, electrical, plumbing, heating, and sheet metal under supervision.

22.01 **B) Leadhand**

An employee whose duties include the guidance of employees and who assists in all aspects of the shop operation and while working is capable of performing at the minimum of the Service Person II Classification.

C) Foreperson

An employee whose responsibilities include the direction of the total workforce, all daily functions associated with the shop operation and while working is capable of performing at the minimum of the Service Person I Classification.

22.02 Wage rates will be as follows:

A. Service Classifications	**May 1, 2016**	**May 1, 2017**	**May 1, 2018**
Journeyperson	30.31	**30.76**	**31.38**
Service Person I	29.77	**30.22**	**30.82**
Service Person II	26.68	**27.08**	**27.62**
Service Person III/Carpenters	23.59	**23.94**	**24.42**
Service Person IV			
a) first 12 months	20.44	**20.75**	**21.17**
b) second 12 months	22.10	**22.43**	**22.88**
Cleaner	19.02	**19.31**	**19.70**
Student	15.76	**16.00**	**16.32**

B. Leadhand

In addition to their regular service classification, all leadhands will receive three percent (3%) of their base pay rate for all hours worked.

C. Foreperson

In addition to their regular service classification, all forepersons will receive five percent (5%) of their base pay rate for all hours worked.

22.03 **First Aid Attendants**

When an employee is required to hold and use a first aid ticket the employee shall be paid the following premium in addition to their regular service classifications.

'Level 2' ticket holder - $0.45 per hour
'Level 1' ticket holder - $0.35 per hour

ARTICLE 23 INDUSTRY TRAINING FUND

23.01 The Employer agrees to remit $0.25 per hour for each hour worked by the employees covered by this agreement. This money and a Monthly Report shall be forwarded to the CMAW Training Fund Administrator of the Union not later than the fifteenth (15th) days of the month following in which work was performed.

ARTICLE 24 DURATION OF AGREEMENT

24.01 The parties hereto agree that this agreement shall be effective from May 1, **2016** to **April 30, 2019** and will continue in full force and effective from year to year unless either party at any time within four (4) months immediately preceding the anniversary date of this agreement gives notice of contrary intention. If no agreement is reached at the expiration date of this contract and negotiations are continued, the agreement shall remain in force until a new agreement is reached or until negotiations are discontinued by either party.

24.02 The operations of Section 66 (2) Sub-section 2 of the Industrial Relations Act of British Columbia is hereby excluded.

ARTICLE 25 SAVINGS CLAUSE

25.01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof and such portions shall continue in full force and effect. In the event that any article or section is held invalid, or enforcement of, or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party 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.

LETTER OF UNDERSTANDING

Re: Field Construction, Installation and Dismantle

When a maximum of three (3) ATCO Structures & Logistics Core Employees are required to perform construction, installation and dismantle work away from the factory premises, they shall be paid a $2.50 per hour premium in addition to their regular service classification rate. The premium does not apply for work that is service, maintenance or warranty.

Should additional work force above any three (3) ATCO Structures & Logistics Core Employees be required for work away from the factory premises, a request for personnel will be made to the CMAW and its constituent locals.

Members dispatched by the Union will be paid at the applicable rates and conditions of the prevailing Carpenters Standard ICI Agreement.

This letter of understanding will terminate on the negotiation of a new collective agreement unless extended or replaced by written mutual consent.

SIGNED THIS _____ DAY OF _____, 2017.

ATCO STRUCTURES & LOGISTICS LTD.	CONSTRUCTION MAINTENANCE AND ALLIED WORKERS BARGAINING COUNCIL, LOCAL UNIT 1998
_____	_____
_____	_____
_____	
_____	

LETTER OF UNDERSTANDING

Re: Labour Sourcing (Fifteen (15) Units or Less)

Notwithstanding the provisions of the Letter of Understanding (Re: Field Construction, Installation and Dismantle), it is the intent of both parties that Prince George bargaining unit personnel be utilized for construction, service, installation, dismantle, retro-fit, maintenance and warranty work. If for some reason qualified bargaining unit personnel are not available, the Company will initiate the following steps to secure qualified workers:

A. Contact the Union Hall to dispatch qualified personnel;

B. Should no qualified personnel be available, the Company will seek a CMAW contractor qualified to perform the work;

C. Should there be no CMAW contractor qualified to perform the work, or should the Company deem that the CMAW contractor's price is too high, the Company will seek a qualified non-CMAW contractor to provide a quote;

D. Should the price differential between a qualified CMAW contractor and qualified non-CMAW contractor be 10% or less, the work will be awarded to the CMAW contractor; or

E. Should the difference in bid cost be greater than 10%, the Company would have the option of awarding the work to the non-CMAW contractor, in which case the applicable permit fees/check off dues will be remitted to CMAW Local Unit 1998, and applicable field dues will be remitted to CMAW as per the Carpenters Standard ICI Agreement.

F. In the event that differences arise concerning this letter of understanding a third party mediator can be requested by either party to aid in settling any disputes. In the event that this letter of understanding is not adhered to a third party arbitrator may be requested if a mediator is unable to resolve issues between the two parties.

It is the intent of CMAW and ATCO to review this agreement upon its first anniversary, and every anniversary thereafter to examine its feasibility to continue.

This letter of understanding will commence on the date of signing and will terminate on the negotiation of a new collective agreement unless extended or replaced by written mutual consent.

SIGNED THIS _____ DAY OF _____, 2017.

ATCO STRUCTURES & LOGISTICS LTD.	CONSTRUCTION MAINTENANCE AND ALLIED WORKERS BARGAINING COUNCIL
_____	_____
_____	_____

Lump Sum Payment

A seven hundred fifty dollar ($750.00) lump sum payment shall be made to those Employees who are employed by the Employer on the date of ratification. Employees on approved leaves will have the bonus deferred until they return to work.

SIGNED THIS 20th DAY OF July, 2017.

SIGNED ON BEHALF OF:	SIGNED ON BEHALF OF:
ATCO STRUCTURES & LOGISTICS LTD.	CONSTRUCTION MAINTENANCE AND ALLIED WORKERS BARGAINING COUNCIL, LOCAL UNIT 1998
Signature on file	Signature on file