

Memorandum of Agreement

BETWEEN

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

AND

**CONSTRUCTION MAINTENANCE AND
ALLIED WORKERS BARGAINING COUNCIL
LOCAL UNIT 1998**

Whereas the Parties have engaged in negotiations and;

Whereas the Parties have agreed to make certain amendments to the collective agreement, subject to ratification by both parties,

Now therefore the following represents the agreed changes.

Term:

Term beginning May 1, 2019 and ending April 30, 2023

ARTICLE 4 **WORKING FORCES**

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**

5.02 When new employees are required, the employer agrees to contact the union. If, ~~competent~~ qualified and suitable 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.

5.0X New employees will be hired on a 30-calendar day (from start date) probationary period and will thereafter attain regular employment status.

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 pay period 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, following final pay.

ARTICLE 12 LEAVE OF ABSENCE

Update maximum weeks in accordance with EI regulations and Federal job protected leave provisions.

ARTICLE 16 HEALTH AND WELFARE

- 16.01 Effective the date of ratification, the Employer shall pay to the Carpenters Workers Benefits Plan (CWBP) contributions of **two dollars and fifteen cents (\$2.15)** ~~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. Effective May 1, 2022, this contribution shall increase to two dollars and twenty-five cents (\$2.25).

The Union agrees that the contribution rate will not increase beyond the above-mentioned rates for the term of this agreement.

***NEW* ARTICLE ## – OFF-SITE PREMIUM**

- ##.01 When any ATCO Structures & Logistics Core Employees are required to work away from the Service Centre or other ATCO yards performing any work, they shall be paid a \$3.50 per hour premium in addition to their regular service classification rate. The premium does not apply to work that is material/parts delivery or handling, warranty, nor re-work due to PG shop deficiencies.

***NEW* ARTICLE ## – TOOL ALLOWANCE**

- ##.01 Employees who have completed their probationary period with the Employer will be eligible for reimbursement of up to \$100.00 per annum for basic tools required to complete their work. Receipts for tools must be submitted by the end of the calendar year, and there shall be no carry over of the allowance.

Advancement Process:

New Letter of Understanding as discussed

- ATCO and CMAW to work collaboratively to address this issue
- Work completed by December 31, 2019
- To be implemented January 1, 2020
- Will include reviewing metrics, assessment tools, time requirements, and any other factors deemed relevant

Wage Increases:

4 Year Term

May 4, 2019	->	3.0%
May 2, 2020	->	2.5%
May 1, 2021	->	2.0%
April 30, 2022	->	2.0%

Signed this 5th day of July, 2019.

For the Union

For the Employer

SIGNATURES ON FILE

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