

COLLECTIVE AGREEMENT

BETWEEN:

INTERIOR HEAVY EQUIPMENT OPERATOR SCHOOL LTD.
(hereinafter referred to as the "Employer")
OF THE FIRST PART

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the International
Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART

January 1, 2018 – December 31, 2022

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WITNESSETH that the Parties hereby agree as follows:

ARTICLE NO. 1 – PREAMBLE

1.01 Purpose of the Agreement

The purpose of this agreement is to maintain a harmonious relationship between the Employer and its employees, to provide an amicable method of settling differences and misunderstandings which might arise; to further, to the fullest extent possible, the safety and welfare of the employees; economy of the operation, quality of work done, and protection of property, and to elevate the industry to the highest possible degree.

1.02 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulations made by IHEOS this Agreement shall take precedence over the said regulations.

1.03 Use Singular Terms

Wherever the singular is used, the same shall be construed as meaning the plural unless otherwise stated.

1.04 Human Rights Act/WorkSafe Alberta

The parties hereto subscribe to the principles of the applicable Human Rights and WorkSafeAB legislation of Alberta.

1.05 Reduction in Salary / Wages

No employee shall suffer reduction in salary / wages as a result of this Agreement.

1.06 Future Legislation

In the event that any future legislation renders null or void materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and voids or materially altered.

1.07 The Union and the Employer recognize the mutual benefits of ongoing consultations and open communications. Without limiting the opportunities for employees and management to utilize other avenues for communications, the parties agree to hold Labour/Management meetings at least three (3) months or as often as mutually agreed upon by the parties. One (1) Shop Steward, a Business Representative and one (1) Employer Representative will attend the meetings.

The Labour/Management Committee will discuss issues of safety clothing, dust control, cross training opportunities, and Remote Local Training. Issues to be addressed but not limited to minimum staffing issues, student-instructor ratio, alternatives to layoffs, performance reviews and student evaluations, and 10-hour vs 8-hour shifts.

ARTICLE NO. 2 - BARGAINING AGENCY

2.01 Scope

This Agreement applies to all employees of the Employer included in the bargaining unit for which the Union is certified under the Labour Relations Code of Alberta or by mutual agreement in Collective Bargaining, or by the decision of the Labour Board.

2.02 Recognition

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees in the bargaining unit.

2.03 Conflicting Agreement

The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of Alberta or Canada. Any such agreement will be null and void.

ARTICLE NO. 3 - UNION SECURITY

3.01 Each employee shall, as a condition of employment, become and remain a member in good standing of the Union, for the duration of this Agreement, or while s/he is an employee covered by terms and conditions of this Agreement.

3.02 The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

The Employer shall record on each employee's T-4 slip the total union dues deducted and submitted on behalf of that employee.

3.03 The Union will supply the Company with application forms for Union membership and dues deductions which shall be signed by all new employees on the day on which the new employee is hired. All completed copies of the application for membership forms shall be returned to the Union, and shall serve as notification of commencement of employment.

3.04 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company.

ARTICLE NO. 4 - SENIORITY

4.01 The Employer shall immediately and every six (6) months thereafter, supply the Union with a seniority list setting out the name, classification and date of employment of all employees, regardless of how long they have been employed, or how many hours they work.

4.02 Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer, or
- (b) Is discharged for cause, or
- (c) After a layoff, fails to report for work for seven (7) working days after being recalled by telephone and registered letter, or
- (d) If absent without leave for one (1) working day without legitimate reason.
- (e) Any regular employee who has been employed twelve (12) months and laid off due to lack of work shall have the right to remain on the seniority list for twelve (12) months and have the right to recall based on his/her seniority.

4.03 Management will not perform work on the bargaining unit that would directly or indirectly result in the layoff and or recall of a bargaining unit employee.

ARTICLE NO. 5 - CHECK-OFF OF INITIATIONS

- 5.01 The Company will deduct the employee's initiation fee and/or assessments levied by the Union in accordance with the Unions' Bylaws, and remit same together with a list of the names of the employees from whom the deductions have been made to the Secretary-Treasurer of the Union.

ARTICLE NO. 6 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to provide new employees with a copy of this Collective Agreement and to acquaint them with the conditions of the employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their steward.
- 6.02 (a) The Employer agrees that a steward or designate shall be given an opportunity to meet with an individual or group of new employees (on regular and non-regular appointments) within regular working hours without loss of pay, for up to thirty (30) minutes for the purpose of acquainting the new employees with the benefits and duties of union membership and the employees' responsibilities and obligations to the Employer and the Union.
- (b) Such meetings shall be as required and arranged by the Human Resources Division, but not more frequently than once every two months.

ARTICLE NO. 7 - PICKET LINES

- 7.01 It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if an employee refuses to cross a picket line which has not been declared illegal by a Court of competent jurisdiction.

ARTICLE NO. 8 - STRIKE AND LOCKOUT

- 8.01 During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work or slow-down, either partial or general, authorized by the Union.

ARTICLE NO. 9 - SHOP STEWARDS

- 9.01 Two (2) Shop Stewards shall be recognized by the Company and shall not be discriminated against
- 9.02 The Shop Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Stewards shall report to the Union Officers any violation of this Agreement.
- 9.03 The Company shall be informed, in writing, of the names of the Shop Stewards and the effective date of their appointment.
- 9.04 The Shop Stewards shall continue to perform their regular work in order to maintain efficiency of the operations. If a Shop Steward is called upon to assist an employee in the presentation of a grievance, he/she shall be able to leave his/her job with approval in advance from the Supervisor and such approval shall not be unreasonably denied. If he/she is on a job which requires continuous attendance arrangements for a relief while he/she is discussing the grievance will be made by the Supervisor.
- 9.05 Shop Stewards shall be present, if requested by the employee, whenever he or she is being interviewed over a formal disciplinary matter.

- 9.06 The Company shall allow time off work with pay up to and including the conciliation or mediation stage to any person who is serving on the Union negotiating committee for the purpose of discussion with the Company. There shall be no more than two (2) employees in the bargaining unit absent at any time.

No employee who acts within the scope of the above paragraph shall lose their job or be discriminated against for so acting. The Union will reimburse the Employer for such wages and benefits.

- 9.07 The Employer will provide a bulletin board for the posting of this agreement, seniority list and for such notices as the Union may from time to time wish to post. The said notices shall be posted and signed by an elected or appointed Shop Steward or other authorized representative of the Union.

ARTICLE NO. 10 - BUSINESS REPRESENTATIVES OF THE UNION

- 10.01 In carrying out of regular duties Business Representatives of the Local Union shall have access to Company premises covered by this Agreement. Notice is to be given to an available Manager prior to visiting the Company's' premises.

ARTICLE NO. 11 - GRIEVANCE PROCEDURE

- 11.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

- 11.02 All grievances shall be resolved in accordance with the terms of this Agreement without stoppage of work, cessation of work, refusal to work or refusal to continue to work, or slow-down.

Shop Stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance Procedure; such participation will take place during the regular working shift without loss of pay. This provision shall apply to grievance meetings held under 11.01 and 11.02 and shall not apply to arbitration hearings or procedures related to an arbitration hearing.

- 11.03 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled within the terms and conditions as set forth in this Agreement.

STEP 1 - Any grievance of an employee shall first be taken up between such employee and the Supervisor within seven (7) calendar days of such occurrence.

Employees will be entitled to representation by a Shop Steward if requested.

STEP 2 - Failing settlement under Step 1, a grievance shall be taken up between the representative of the Local Union and a Company representative. (such grievance shall be in writing and signed by the employee).

Such grievance and any question dispute or controversy that is not of a kind that is subject to Step 1, shall be taken up between the bargaining representative of the Union and a Company representative.

STEP 3 – Failing settlement under Step 2, a grievance shall be taken up between two (2) representatives of the Local Union and two (2) Company representatives. (Such grievance shall be in writing and signed by the employee).

STEP 4 - Failing settlement under Step 3, the matter will be referred to an agreed upon neutral arbitrator whose decision will be final and binding.

Failing to agree upon a neutral arbitrator, the Department of Labour will be requested to appoint a neutral arbitrator. The arbitrator, so selected or appointed, shall have the authority to adjust and settle the controversy submitted to him, but he shall be confined to the subject submitted for decision and may in no event, as part of any decision rendered thereon, impose upon either party any obligation which has not been agreed upon by the parties under the Terms of this Agreement or which may affect the reformation of this Agreement or any provisions thereof. The decision of the arbitrator shall be made in writing and shall be final, conclusive and binding on the parties to this Agreement.

The cost of the arbitrator shall be borne equally by the Employer and the Union.

ARTICLE NO. 12 - CLASSIFICATION AND RATES OF PAY

Classification	Current Rate	Jan 1/ 2019	Jan 1/ 2020	Jan 1/ 2021	Jan 1/ 2022
Site Administrator					
Start	\$ 21.41	\$ 21.73	\$ 22.16	\$ 22.49	\$ 22.83
12 Months	\$ 21.97	\$ 22.30	\$ 22.75	\$ 23.09	\$ 23.44
18 Months	\$ 22.53	\$ 22.87	\$ 23.33	\$ 23.68	\$ 24.04
24 Months	\$ 23.90	\$ 24.26	\$ 24.75	\$ 25.12	\$ 25.50
Instructor					
Start	\$ 31.04	\$ 31.51	\$ 32.14	\$ 32.62	\$ 33.11
12 Months	\$ 32.12	\$ 32.60	\$ 33.25	\$ 33.75	\$ 34.26
18 Months	\$ 34.29	\$ 34.80	\$ 35.50	\$ 36.03	\$ 36.57
24 Months	\$ 36.81	\$ 37.36	\$ 38.11	\$ 38.68	\$ 39.26
Mechanic					
Start	\$ 33.96	\$ 34.47	\$ 35.16	\$ 35.69	\$ 36.23
12 Months	\$ 34.51	\$ 35.03	\$ 35.73	\$ 36.27	\$ 36.81
18 Months	\$ 35.06	\$ 35.59	\$ 36.30	\$ 36.84	\$ 37.39
24 Months	\$ 36.53	\$ 37.08	\$ 37.82	\$ 38.39	\$ 38.97
Equipment Technician					
Start	\$ 28.65	\$ 29.08	\$ 29.66	\$ 30.10	\$ 30.55
12 Months	\$ 29.20	\$ 29.64	\$ 30.23	\$ 30.68	\$ 31.14
18 Months	\$ 29.75	\$ 30.20	\$ 30.80	\$ 31.26	\$ 31.73
24 Months	\$ 31.17	\$ 31.64	\$ 32.27	\$ 32.75	\$ 33.24
Fueler / Labourer					
Start	\$ 17.32	\$ 17.58	\$ 17.93	\$ 18.20	\$ 18.47
12 Months	\$ 17.87	\$ 18.14	\$ 18.50	\$ 18.78	\$ 19.06
18 Months	\$ 18.42	\$ 18.70	\$ 19.07	\$ 19.36	\$ 19.65
24 Months	\$ 19.73	\$ 20.03	\$ 20.43	\$ 20.74	\$ 21.05

* January 1, 2018 – lump sum payment of one and one-half percent (1.5%) of straight-time pay

ARTICLE NO. 13 - NEW CLASSIFICATIONS

Rates and Effective Dates:

13.01 The Company shall notify the Union when any new classification or job coming under the jurisdiction of this Agreement is added, or if there is a substantial change in the duties of an existing classification or job. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification or job. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.

ARTICLE NO. 14 - HIGHER CLASSIFICATION

14.01 If an employee starts their day's work, he/she shall not be paid less than the employee's regular posted hourly rate.

14.02 If an employee works at a higher classification, he/she shall be paid the higher rate for all hours worked in the higher classification that day.

ARTICLE NO. 15 - SUB-CONTRACTING

15.01 The Company agrees that it will not sub-contract out any work which will result in the lay-offs of any employees in the bargaining unit or which will reduce the numerical number of employees from those employed prior to the sub-contracting out of such work.

ARTICLE NO. 16 – HOURS OF WORK

16.01 Appointment Categories

Employees shall be appointed to one of the following two appointment categories:

- (a) Regular full-time: Employees who regularly work an average of forty (40) hours per week.
- (b) Regular part-time: Employees who regularly work an average of less than forty (40) hours per week.
- (c) Temporary Employees hired for a fixed term of up to three (3) months.

16.02 (a) Overtime will be paid at time and one-half (1.5x) for all hours worked after forty (40) in a week.

- (b) Overtime scheduled in advance for a scheduled day off shall be in rotation of seniority, provided the employee is qualified, for a minimum callout of five (5) hours. Overtime scheduled in advance cannot be refused.

16.03 All Fulltime Employees shall be paid for their scheduled shift, i.e. (10) ten hours or (8) eight hour except for unforeseen weather, or emergencies. Provided an employee starts his shift, and is fit for work.

Saturday/Sunday/Statutory holidays – One and a half (1.5) the regular rate of pay for all hours worked after 40 hours in a week:

- i. By way of volunteers
- ii. By remaining employees assigned on a mandatory rotation basis, starting with the most junior employee, providing they have the qualifications to do so

ARTICLE NO. 17 – PROBATION

17.01 All newly hired regular employees shall be considered probationary employees for the first three (3) months of employment. This may be extended with notice to the Union to a maximum of six (6) months.

ARTICLE NO. 18 - REST PERIODS

18.01 Employees working a full shift will receive two (2) paid fifteen (15) minute uninterrupted rest periods.

ARTICLE NO. 19 - MEAL PERIOD

19.01 Employees working a full shift will receive one (1) uninterrupted thirty (30) minute unpaid meal period, scheduled approximately within the middle of the shift.

ARTICLE NO. 20 - DAYS OF REST

20.01 Unless the Employee and Supervisor agree otherwise, each regular employee shall be entitled to two (2) consecutive days off work, or days of rest, in each seven (7) consecutive calendar day period.

ARTICLE NO. 21 - EMPLOYER SCHEDULING RIGHTS

21.01 The Employer specifically reserves the right to establish and change shifts and shift schedules at any time to meet its operational requirements, subject to this agreement. The Employer shall have the right to establish for each employee the hours and days to be worked and start and end time for each such work day; the schedule for the rest breaks and the lunch period in each work day; and the days to be taken as days of rest; and to make changes thereto which are consistent with the other provisions of this Agreement.

Shifts shall be assigned on a rotational basis in a fair and equitable manner, provided employees are qualified and able to do the job.

The Employer shall give to each employee whose scheduled shift is to be changed a minimum of forty-eight (48) hours advance notice prior to such shift change becoming applicable.

All scheduled shifts shall be scheduled two (2) weeks in advance and schedule posted on the Notice Board showing the hours of work and the established rest breaks. No split shifts shall be allowed at any time.

Where possible, medical and dental appointments will be scheduled around the employees assigned work hours. If appointments cannot be scheduled around assigned work hours with five (5) days' notice, the employer must allow the employee without pay to attend such appointments.

21.02 Management Rights

The Employer shall always have the right to hire, and to discipline, demote or discharge employees for just cause. The Employer agrees to recognize the principal of progressive discipline.

Except where conflicting with other Articles of this Agreement, the conduct of all employees shall be guided by reasonable rules and regulations promulgated by the Employer.

An employee will receive a copy of any written reprimand or letter of discipline placed in his file, with a copy to the Union.

ARTICLE NO. 22 - TECHNOLOGICAL CHANGE AND RETRAINING

- 22.01 (a) The Employer shall require the following courses as a condition of employment. The Employer will reimburse, after successful completion, course costs for the following, provided the course may be taken internally through IHE. The employee will be paid straight-time for hours scheduled to train outside their scheduled hours.
- WHMIS
 - First Aid Level 1
 - CSTS
 - Ground Disturbance Level 2
- (b) The Company and the Union mutually agree that, in the case of technological changes, adequate protection, in as much as possible, should be given to any of the present bargaining unit employees who could be affected. The mandatory provisions of the Alberta Labour Code concerning technological changes will be adhered to, and the Company agrees to ask for the assistance of Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of such changes. Such employees shall have the choice of taking the training or accepting the layoff.
- 22.02 When the employment of a regular full-time Employee is permanently terminated by the Company due to a loss of business by the Company, or due to technological changes, such Employee, provided he/she has been in the employ of the Company for a minimum of one (1) year, upon request, shall receive notice or pay in lieu of notice as follows:

Completed Years of Service	Notice or Pay in Lieu of Notice
1	1 week
2	2 weeks
4	4 weeks
6	5 weeks
8	6 weeks
10	8 weeks

- 22.03 On the request of either party, Company representatives and employee representatives shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this agreement.

ARTICLE NO. 23 - LAYOFFS AND RE-HIRES

- 23.01 Regular full-time employees will be laid off by taking into account length of service and skills. If two (2) or more employees are considered equal, seniority will be the deciding factor.
- (a) Temporary employees shall be laid off before regular employees in the classification.
 - (b) Part-time employees shall be laid off after temporary employees in the classification

ARTICLE NO. 24 - JOB POSTINGS

- 24.01 (a) Vacancies will be filled by taking into account length of service and skills. If two (2) or more employees are considered equal seniority will be the deciding factor.
- (b) All new jobs and vacancies are subject to seniority and shall be posted promptly for seven (7) consecutive days in a conspicuous space on the job site stating starting time, job description and rate of pay.

All regular employees shall be entitled to bid on such postings and the Company shall designate, on the original posting, the successful bidder.

- (c) Any regular employee absent by reason of vacation, shall have the opportunity to bid on such job postings or vacancies within five (5) days after he/she returns to work, provided he/she is capable. Provided the employee is capable and given the opportunity to demonstrate his capabilities, seniority shall prevail in the appointments of new jobs except by mutual agreement by the parties hereto.
- (d) The successful applicant shall be on a trial period in the new job for twenty-one (21) working days during which time the employee may be returned to his/her former job if the employee does not make satisfactory progress or if he/she applies to the Company to be returned. The Union shall receive copies of all postings and the assignments of such postings.

ARTICLE NO. 25 - UNION NOTICES

25.01 The Company agrees to provide space that is readily accessible on its Notice Boards for the official Union notices of direct interest to the employees. Such notices shall be posted only by the Shop Steward.

The following items must be posted on said Notice Boards:

- (a) A copy of this Agreement;
- (b) A valid seniority list to be revised every six (6) months for employees covered by this Agreement
- (c) A copy of the Company's Policies and Procedures

ARTICLE NO. 26 - INDUSTRIAL HEALTH AND SAFETY COMMITTEE

26.01 The Company shall establish or continue an Industrial Health and Safety Committee of which management personnel shall not outnumber Union members. This Committee may meet in conjunction with the Labour Management Committee, and shall operate as required by the Workers' Compensation Board regulations. Time to attend meetings will be paid for at the appropriate rate of pay.

ARTICLE NO. 27 - VEHICLE AND VEHICLE SAFETY

27.01 Drivers and operators of company vehicles shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements. It shall be the driver's and operator's responsibility to report in writing to the immediate Supervisor any vehicle considered unsafe. Such vehicle may be tagged "OUT OF SERVICE" until properly repaired.

27.02 Every effort will be made available to have one (1) truck for shared use during operational hours.

ARTICLE NO. 28 - FIRST AID

28.01 The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment. Proper first aid kits, first aid equipment and first aid room will be supplied and maintained. The Employer shall ensure that it has a bargaining unit employee with a valid first aid ticket employed on the shift.

ARTICLE NO. 29 - TIME OFF RE ACCIDENTS

29.01 When an employee meets with a personal injury while on duty which prevents him from completing his shift and the injury requires medical care, the employee will be compensated for the full shift on that day.

ARTICLE NO. 30 - WORK CLOTHES/SAFETY REGULATIONS

- 30.01 The Employer shall provide for a payment of two hundred dollars (\$200.00) per year to each regular employee who has completed six (6) months of service for approved CSA footwear that is not provided by the Employer. Such payment shall be made on the first full pay period in January each year. Effective January 1, 2020, the boot allowance will be increased to three hundred dollars (\$300.00).
- 30.02 The Company agrees to provide five (5) pairs of coveralls per Instructor/Labourer and ten (10) pairs of coveralls per Mechanics/Equipment Technicians.
- 30.03 The Company may make safety regulations in keeping with requirements of the business, failure on the part of an employee to comply with such regulations may warrant suspension or dismissal depending upon the severity of the neglect. Any regulations or rules made by the Company which are, in the opinion of the Union, of a discriminatory nature to employees, same may become a grievance under the terms of this Agreement.

ARTICLE NO. 31 - ANNUAL VACATIONS

- 31.01 Regular Full Time and Part Time employees earn vacation pay based on gross wages in the previous twelve (12) months as follows:

Employee Status	Annual Vacation Days	Vacation Pay	Years of Continuous Service From Date of Hire
Full Time	0 days	4%	Start
Full Time	1 week	4%	After 6 months
Full Time	2 weeks	4%	After 1 year
Full Time	3 weeks	6%	After 5 years
Full Time	4 weeks	8%	After 10 years
Full Time	5 weeks	10%	After 20 years

Temporary employees are entitled to vacation according to applicable Employment Standards Legislation.

All vacation leave must be requested and approved by the Company at least four (4) weeks in advance. Up to the end of February, vacation will be approved by seniority. After that date, vacation will be approved on a "first-come, first-serve" basis.

Vacation requests will be considered based on seniority and operational requirements. Employees shall not take vacation leave that has not been earned.

Vacation time will not be carried forward from year to year. All vacation time must be taken in the calendar year in which it is granted.

Employees may request up to a maximum of one (1) week vacation, in single day blocks.

ARTICLE NO. 32 - STATUTORY HOLIDAYS

32.01 Statutory Holidays Defined

(a) The Company observes the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Civic Day
Boxing Day	

In order to qualify for statutory holiday pay, an employee must be employed for at least thirty (30) calendar days before the stat.

Regular employees will be paid for these holidays as long as the employee was present for work on the workdays immediately before and after that holiday.

If a paid holiday falls within an employee's vacation period, the holiday will not be counted as a vacation day.

Eligibility for and payment of statutory holiday pay is set out in the applicable Employment Standards Legislation

- (b) If during the life of this Agreement the Federal Government or Provincial Government declares or proclaims any other day that those listed herein as a holiday, then employees shall receive such day off with pay as set out in (a) above.
- (c) All General Holidays to be paid as an eight (8) hour day when working an eight (8) hour shift.
All General Holidays to be paid as a ten (10) hour day when working a ten (10) hour shift.

32.02 Pay for Working a Statutory Holiday

Employees who are required to work a shift which commences at any time during the Statutory Holiday shall, in addition to their regular holiday pay, receive one and a half time (1.5x) their hourly rate for all hours worked during that shift.

32.03 Pay Day

All employees covered by this agreement shall be paid bi-weekly. Pay stubs will be provided the day before cheque deposit.

The Employer shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement of all wage payments made to such employee. Such statements shall set forth the date of the pay period, the total hours worked, the total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.

ARTICLE NO. 33 - UNION ACTIVITIES AND LEAVE OF ABSENCE

33.01 With two (2) weeks' notice the Company shall allow time off work, without pay and without loss of seniority, to an employee who is serving as a Union delegate to any conference or function.

33.02 When an employee suffers an injury, whether on the job or not, or suffers any verified illness preventing him/her from reporting to work, he/she will automatically be granted leave of absence.

During an authorized leave of absence, an employee shall maintain and accumulate seniority.

33.03 If an employee desires a leave of absence for reasons other than those referred to above, he/she must obtain permission, in writing, for the same from the Company. Such leave of absence shall not be unreasonably denied.

33.04 Any person employed in a classification requiring a driver's licence, who suffers revocation of his/her driver's licence, will be reclassified to other work if it is available, and provided the employee is capable of performing such work, and further provided it will not result in the bumping of a regular employee in any classification.

If no reclassification is made, the employee will be granted leave of absence without pay for a period of time not to exceed twelve (12) months. Reclassification or leave of absence will only be granted provided the employee is not discharged for just cause. The Employee may take advantage of this section only once while in the employ of the Company, and during such leave the employee will retain and accrue seniority only.

33.05 When an employee suffers an injury or illness which requires his/her absence, they shall report the fact to the Company as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary.

33.06 **Bereavement Leave**

The Company will provide up to two (2) days of paid at straight time for the hours the employee was scheduled to work plus one (1) day of unpaid bereavement leave in the event of the death of an immediate family member. For purposes of this policy, "immediate family" is defined as the employee's parents, guardian, siblings, children, grandparents, grandchildren, the employee's spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any other person who lives with an employee as a member of the employee's family. All requests for Bereavement Leave must be submitted to the supervisor as soon as possible after the employee is aware of the death. In exceptional circumstances, additional unpaid bereavement leave will be considered.

33.07 **Maternity and Parental Leave**

Maternity and Parental leave shall be granted in accordance with the *Employment Standards Act*.

33.08 (a) **Emergency Family Leave**

Emergency family leave shall be granted in accordance with the *Employment Standards Act*.

(b) Compassionate care leave shall be granted in accordance with the *Employment Standards Act*.

33.09 **Jury or Witness Duty**

Employees who are called for jury duty will be granted up to five (5) days off with pay less compensation received for service as jurors to perform this civic duty. In order to be paid for jury duty, an employee must provide his or her supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must report for work for the remainder of that day, or otherwise notify his or her supervisor of his or her availability to work.

33.10 Solicitation of Funds

There shall be no coercion or intimidation in solicitation of funds of the employees by Management, for charity or other purposes. Employees will determine of their own accord if they desire or not to contribute.

33.11 Paid Election Time Off

The Employer shall grant time off in accordance with the requirements of Section 48 of the Canada Elections Act and/or Provincial Elections Act.

33.12 Gender

Wherever the use of the female gender is used herein, it shall also apply to the male gender whenever applicable.

33.13 Review and Disciplinary File

- (a) Employees shall receive a copy of any verbal, written, or disciplinary letters that are placed on their file, with a copy to the Union. Such letters shall become part of the employee's work history. When the Employer schedules a meeting with the employee in this regard, the Employer shall ensure that a Shop Steward or alternate is present at such meeting.
- (b) Verbal and written warnings shall be removed from an employee's record after twelve (12) months. If there are further same or similar disciplinary infractions within the twelve (12) months, progressive discipline shall apply.
- (c) Employees covered by this Agreement will have access to their personnel file upon written request by the employee involved outside normal working hours.
- (d) Any document or discipline that is to be included in an employee's work file must have been brought to the employee's attention at the time the incident occurred, but no later than seven (7) days from each occurrence, or from the day of discovery of the violation.

33.14 Medical Examinations

- (a) Any medical examinations requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician.

When a medical examination is required by the Employer, the following conditions shall apply:

- i. If an employee takes a medical examination during her normal working hours, she shall be paid for the time involved and thus not lose any pay as a result of her taking a medical examination.
- ii. If the medical examination is taken after working hours or on a day of rest, the employee shall be paid two (2) hours' pay at straight time rates of pay.

33.15 Transportation

- (a) If an employee is required to use their own motor vehicle to travel on Company business in the performance of their duties, the employee shall be reimbursed for the distance travelled at the rate of fifty-four cents (\$0.54) per kilometre for the first five thousand (5,000) kilometres, and forty-eight cents (\$0.48) per kilometre thereafter.

- (b) A per diem rate of seventeen dollars (\$17.00) per meal to a maximum of fifty-one dollars (\$51.00) per day shall be paid to employees for each day the employee is away from home at work.
- (c) Where overnight stay is necessary, the Employer shall provide accommodation at no cost to the employee.

33.16 **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.

33.17 **Bonding**

If, at any time the Employer requires an employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm selected by the Employer, and provided that the bonding form is sanctioned by the Union. It is further agreed that the cost of such bonding shall be paid by the Employer.

33.18 **Compensation Coverage**

- a) When an employee is injured at work and goes on Compensation, she shall when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his/her previous job and rate of pay for a period of one (1) week, to see if she is able to do the job she held at the time of the injury.
- b) If, after that time, it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' notice. This Section is subject to the Grievance Procedure.
- c) Any employee hired to replace an employee of on Compensation shall not accumulate seniority, subject to the return of the employee on Compensation, and shall be subject to dismissal upon return of the employee she is replacing, unless another opening is available for his/her.

33.19 **Savings Clause**

- a) If any Article or Section of this Contract should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcing 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 invalid or as to which compliance with or enforcement of has been restrained, she not be affected thereby.
- b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined earlier.

33.20 Separation of Employment

- a) If an employee is discharged by the Employer, he/she shall be paid in full for all monies owing to him/her by the Employer within forty-eight (48) hours of his/her discharge
- b) If an employee quits the Employer of her own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6) day
- c) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

33.21 Sanitary Facilities, Etc.

The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and hand cleanser and towels in sufficient quantity, with toilet facilities and the employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

ARTICLE NO. 34 - TOOLS AND TOOL ALLOWANCE

34.01 After one (1) year of employment, Mechanics (RSE) will be reimbursed, with receipts, up to a maximum of five hundred dollars (\$500.00) for required tools.

34.02 The Employer will provide one hundred percent (100%) insurance for all regular mechanics tools provided a detailed tool inventory is taken and verified by the Employer. Employees must supply an up to date inventory list every six (6) months.

ARTICLE NO. 35 - HEALTH AND WELFARE

35.01 Upon completion of six (6) months of employment, regular employees, who work an average of twenty (20) hours per week, will be enrolled in the group benefits plan. The plan will be substantially similar to current plan at time of ratification.

35.02 Mental Health Awareness

The Company agrees to have a program available for employees that will provide assistance and awareness to mental health related issues.

ARTICLE NO. 36 - R.R.S.P

36.01 Effective January 1, 2015 - After probation, regular employees may voluntarily contribute one percent (1%) of straight time wages to a Group RRSP Plan. The Company will match employee contributions.

After six (6) months of employment, regular employees may voluntarily contribute the following straight time wages to the Group RRSP Plan. The Company will match employee contributions.

	Employee Contribution	Employer Contribution
January 1, 2018	1.00%	1.00%
January 1, 2019	1.50%	1.50%
January 1, 2020	2.00%	2.00%

In addition, employees may voluntarily contribute more into the Group RRSP Plan

ARTICLE NO. 37 - TEAMSTERS LOCAL 362 INDUSTRY ADVANCEMENT FUND

37.01 The Employer shall make contributions and deduct on behalf of the employees at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this Collective Agreement. Such monies are payable to the Teamsters Local Union No. 362 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on the following first (1st) day of the month following ratification of this agreement.

ARTICLE NO. 38 - TERM OF AGREEMENT

38.01 This Agreement shall be in full force and effect from and including date of ratification up to and including December 31, 2022 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 expiration date, 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.

38.02 Should either Party give written notice to the other Party to commence Collective Bargaining, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Company shall give notice of lockout and such lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

Collective Agreement signed this _____ day of _____, 2018

ON BEHALF OF THE EMPLOYER
Interior Heavy Equipment Operator School Ltd.

ON BEHALF OF THE UNION
General Teamsters, Local Union No. 362

Mike Hansen, B.Comm, CA
President

Stacy Tulp,
Business Agent

LETTER OF UNDERSTANDING NO. 1

BETWEEN: INTERIOR HEAVY EQUIPMENT OPERATOR SCHOOL LTD.
(hereinafter referred to as the "Employer")
OF THE FIRST PART

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: LEAD HAND

Lead Hand shall be defined as a person who directs the work force while performing the work themselves. Rate of pay for Lead Hand shall be one dollar and fifty cents (\$1.50) above their rate when designated, this rate shall be paid for each hour worked and compound on any over-time worked. Lead hand will be in place at the Edmonton and Innisfail locations. Lead hand shall be provided with a Company phone. This letter shall be in place for the term of the collective agreement.

Signed this _____ day of _____, 2018

ON BEHALF OF THE EMPLOYER
Interior Heavy Equipment Operator School Ltd.

ON BEHALF OF THE UNION
General Teamsters, Local Union No. 362

Mike Hansen, B.Comm, CA
President

Stacy Tulp,
Business Agent

LETTER OF UNDERSTANDING NO. 2

BETWEEN: INTERIOR HEAVY EQUIPMENT OPERATOR SCHOOL LTD.
 (hereinafter referred to as the "Employer")
 OF THE FIRST PART

AND: GENERAL TEAMSTERS, LOCAL UNION NO. 362
 affiliated with the International Brotherhood of Teamsters
 (hereinafter referred to as the "Union")
 OF THE SECOND PART

RE: NEW JOB CLASSIFICATION AS PER ARTICLE NO. 12
JOURNEYMAN HEAVY DUTY MECHANIC & JOURNEYMAN WELDER

Classification	Current Rate	Jan 1/ 2019	Jan 1/ 2020	Jan 1/ 2021	Jan 1/ 2022
Journeyman Heavy Duty Industrial Mechanic & Journeyman Welder					
Start	\$ 36.41	\$ 36.96	\$ 37.70	\$ 38.27	\$ 38.84
12 months	\$ 36.95	\$ 37.50	\$ 38.25	\$ 38.82	\$ 39.40
18 months	\$ 37.50	\$ 38.06	\$ 38.82	\$ 39.40	\$ 39.99
24 months	\$ 38.59	\$ 39.17	\$ 39.95	\$ 40.55	\$ 41.61

* January 1, 2018 – lump sum payment of one and one-half percent (1.5%) of straight-time pay

Signed this _____ day of _____, 2018

ON BEHALF OF THE EMPLOYER
 Interior Heavy Equipment Operator School Ltd.

ON BEHALF OF THE UNION
 General Teamsters, Local Union No. 362

 Mike Hansen, B.Comm, CA
 President

 Stacy Tulp,
 Business Agent