

COLLECTIVE AGREEMENT

BETWEEN

ATLANTIC ENTERPRISE LTD.

PRINCE EDWARD ISLAND

(hereinafter called the "Company")

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 942

326 Patterson Drive Charlottetown, PE

(hereinafter called the "Union")

May 15, 2022 – May 14, 2025

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ARTICLE 1 — PURPOSE

The purpose of this Agreement is to promote good working relations between the various members of the Company and the Union, to the end that the construction industry in the area covered by this Agreement shall proceed with maximum efficiency in all its undertakings.

ARTICLE 2 — JURISDICTION OF AGREEMENT

Both parties agree that continuity of employment under the conditions peculiar to the construction industry, requires control of Agreements on an area or district basis rather than on a job or project basis. They agree that this Agreement is for the Province of Prince Edward Island.

ARTICLE 3 — RECOGNITION

- 3.01 The Company recognizes the Union as the exclusive bargaining representative with respect to the employees of the Company coming within the classifications mentioned in Article 14 of this Agreement for the area covered by this Agreement.
- 3.02 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by its personnel or by any of their representatives with respect to any employee because of his membership in, or connection with the Union, and that membership in the Union by employees who are eligible to join will not be discouraged.
- 3.03 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon any employee by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Employer or on the site of the employer's operations during an employee's working hours except as outlined in Article 7 of this Agreement. Continuance of these practices by an employee after warning will be considered cause for discharge.

ARTICLE 4 — MANAGEMENT RIGHTS

- 4.01 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business including the right to hire, direct and promote employees, to discharge employees for just and sufficient cause and to determine materials, sub-trades and supplies to be used, the design of the products to be handled, the facilities and equipment required, scheduling of the work and location of equipment. No employer shall be restricted in the exercise of such rights, save and except as such prerogatives of management may be modified by the terms and conditions of this Agreement.
- 4.02 The Company recognizes that the employee, through the Union has recourse to the Grievance Procedure if he feels that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

ARTICLE 5 — JURISDICTIONAL DISPUTES

- 5.01 All jurisdictional disputes between or among Building Construction Trades Unions and Employer, parties to this Agreement, shall be settled or adjusted according to the plan established by the Building and Construction Trades Department (Plan for National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry), or any other plan or method adopted in the future by the Building and Construction Trades Department. Decisions shall be final, binding and conclusive, on both the Employer and the Union, parties to this Agreement.
- 5.02 Both parties agree that jurisdictional disputes within their respective organizations arising from this Agreement, or on jobs which this Agreement applies, shall not interfere in any way with the orderly, expeditious and economic progress of the work.

ARTICLE 6 — UNION SECURITY

- 6.01 On receipt of written authorization from the employee, the Employer will deduct from the employee's pay on the first regular pay per day period of each month, the amount due to the Union by the employee as Union fees. The total deductions from the pay of all employees who have submitted written authorization to the Employer shall be made payable to the International Union of Operating Engineers, Local 942, and mailed to the Financial Secretary, 326 Patterson Drive, Charlottetown, PEI, C1A 8K4 or to such other address as may be notified to the Employer over the signatures of the President and/or Secretary of the Union from time to time as required on or before the first of each month immediately following such deductions.
- 6.02 The Employer agrees that as a condition of employment all employees eligible shall become members of the Union within 30 days after the signing of this Agreement, or within 30 days after the date of his hiring, as the case may be. All employees who become members of the Union shall remain members in good standing during the term of this Agreement.
- 6.03 The Employer agrees that as a condition of employment students will sign an Authorization Card for the amount due to the Union by the employee as Union fees after (5) five regular working days, but shall not be required to become members of the Union.

ARTICLE 7 — BUSINESS AGENT AND JOB STEWARD

- 7.01 The Union shall, from time to time, advise the Employer in writing of the names of its current Business Agents.
- 7.02 The Business Agent shall have access to the job sites in the performance of his duties in servicing this Agreement, providing he has first notified the Employer's Superintendent and/or Project Manager. The Business Agent shall not interfere in any way the progress of the work.

- 7.03 The Union may appoint a Job Steward from the employees regularly working on the job. The appointment of such a Job Steward shall be discussed with the Job Superintendent and consideration given to his recommendations with respect to the employees being considered. The Union will notify the Employer of the name of the Job Steward appointed.
- 7.04 It will be the duty of the Job Steward to assist in processing grievances and otherwise represent the Union on the job.
- 7.05 He shall not suffer any discrimination or punitive measures for representing the employees and expressing their wishes. He shall have permission of the Employer to endeavour the settle grievances during his normal working day without loss of pay.
- 7.06 The Union Steward will be the last person on the job within his classification provided they are capable of doing the work. No discrimination shall be shown against the Steward for carrying out their duties, which they shall perform the same way as any other employee and shall be allowed a reasonable amount of time during working hours to perform the work of the Union but shall not abuse that privilege.

ARTICLE 8 — GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of all parties to this Agreement that complaints of the Employees or Employer regarding alleged violations of this Agreement shall be adjusted as quickly as possible.
- 8.02 The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process as outlined in Appendix "B" that is attached to and forms part of, this Agreement. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outline in this Article or, withdraw the grievance.
- 8.03 Any matter arising out of the interpretation or administration of this Agreement may constitute a grievance and shall be settled in accordance with Article 8. Therefore, it is agreed that:
- (a) No complaint or grievance exists until the Superintendent has had an opportunity to adjust it with the help of the Steward.
 - (b) If any complaint as to the violation of this Agreement has not been settled within two (2) working days after the Superintendent has been notified of the complaint, it shall be produced in writing and shall be referred to the Employer and the Business Agent.

- (c) Should the Employer and the Business Agent fail to settle the grievance within five (5) working days, it shall be referred to Arbitration as provided herein.

ARTICLE 9 — ARBITRATION

- 9.01 When either party requests that a complaint as to violation of this Agreement be submitted to arbitration, it shall make such a request in writing addressed to the other party of this Agreement. The parties then shall have three (3) working days to agree upon and Arbitrator and, failing agreement, one may be appointed by the Minister of Labour on the application of either party.
- 9.02 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify or amend any part of this Agreement, nor to recommend alterations, modifications or amendments to any part of this Agreement, provided, however, the Arbitrator may alter any discipline imposed by the Employer, including altering a discharge to a suspension, if he deems it just in the circumstances.
- 9.03 The decision of the Arbitrator shall be final and binding on the parties hereto.
- 9.04 Any grievance may be referred directly to the Arbitrator without going through regular grievance procedure, providing both parties to this Agreement consent to such action.
- 9.05 Each of the parties hereto will jointly bear the expenses of the Arbitrator.

ARTICLE 10 — STRIKES OR LOCKOUTS

- 10.01 There shall be no strikes or lockouts or other interference with production during the term of this Agreement.

ARTICLE 11 — LEAVE OF ABSENCE AND SICKNESS

- 11.01 The Employer will re-employ the employee in his former classification if work is available in that classification and if the employee is then able to perform the duties of such classification. Failing this, reasonable effort will be made to employ the employee as some other type of work. The employer shall not be required to create a new classification in the working of this clause.
- 11.02 Employees may bank overtime hours at (hours earned) to be used as needed. This time must be recorded in the office and must be signed off by the employee and that employee's Manager. These hours not to exceed two and a half (2.5) days and if unused, shall be paid out at the end of the fiscal year or lay-off. Payment shall be made at the applicable overtime rate.

ARTICLE 12 — HOURS OF WORK

- 12.01 Due to the complexity of the Employer's operations, the seasonal nature of the work, weather conditions and the place where the Employer's work is done, it is understood and agreed by the Union that a normal workday and a normal work week may vary according

to the place where the work is and according to the job conditions, and the parties have accordingly agreed as follows:

- 12.02 It is understood and agreed, that the standard work week shall consist of five (5) days Monday to Friday. Nine (9) hours shall constitute a day shift except as noted herein, the said regularly assigned hours to be from 8:00a.m. to 5:30 p.m., with a one-half (1/2) hour lunch period without pay. Time in excess of 45 hours will be paid at 1 ½ time the regular rate, excluding Sundays, which shall be double time as per Article 12.03. The starting or quitting time may be varied by up to one (1) hour.
- 12.03 No work shall be performed on Sundays except in a case where public safety may be in jeopardy. In such events, all work performed shall be paid at double the hourly rate.
- 12.04 A ten-minute break will be granted during the forenoon and afternoon work period. Employees taking breaks other than the above may have such time deducted from their pay.
- 12.05 Employees will be paid three (3) hours for reporting to work in bad weather. However, the Company may require employees to remain on the job site, or at the Company Office for the purpose of achieving work should weather improve. If workers are able to commence work, they shall be paid for all hours worked and in no case shall a worker be paid less than a minimum of three (3) hours.
- 12.06 When an employee is recalled to work after completion of his normal day's work, Monday to Friday inclusive, he shall be paid a minimum of three (3) hour's pay at the applicable rate. All hours worked on a call out shall be paid at the rate of one and one half (1 ½) times the regular rate of pay.
- 12.07 Employees, when requested to stand-by, shall be paid for such stand-by time.
- 12.08 A normal workday shall consist of nine (9) hours during the normal construction season. (May 1st until Christmas shutdown) (note: this does not prohibit the workers ability to work beyond 9 hours. This is housekeeping to be consistent with the overtime provisions.)
- 12.09 Off season may be eight (8) hours per day for a total of 40 hours per week.
- 12.10 Noon break shall be one (1) hour, except in cases where employees carry lunch, in such cases ½ hour may be taken if suitable and time deducted will be only ½ hour.
- 12.11 Total work hours per week not necessarily worked on consecutive days.
- 12.12 Employees will be assigned to certain machines and jobs in general practice, however, an employee may be required to work other jobs or machines at the Employer's direction.
- 12.13 At the request of the employee and where operational requirements permit, compensation for overtime shall be granted in the form of time off at the appropriate overtime rate. One (1) weeks' notice shall be given in the use of these hours for vacation credits. If the

alternate time off cannot be scheduled prior to the end of the fiscal year, payment shall be made at the applicable overtime rate.

ARTICLE 13 — TERM OF AGREEMENT

This Agreement shall come into effect on the 15th day of May, 2022 and shall continue to remain in effect until the 14th day of May, 2025, and from year to year thereafter unless either party shall furnish the other with notice of termination, or proposed revision of this Agreement within sixty (60) days before the 14th day of May, 2025, or in a like period in any year thereafter.

ARTICLE 14 — WAGE SCALES & CLASSIFICATIONS

14.01 Should any questions arise as to the classifications of employees, operating or assisting in the operations, or both, or who are directly assisting in the maintenance or repair of any technical construction machinery or equipment not specified in the said classifications, the same shall be resolved by mutual agreement, or, failing this, will be handled as a grievance under the terms of this Agreement.

This Agreement is to be from May 15, 2022 to May 14, 2025. Wage scales to be as follows:

PAY RATES

Classifications	May 15, 2021	Effective May 15, 2022	Effective May 15, 2023	Effective May 15, 2024
Operators – Level 1 (class 5 and equipment up to 25HP)	\$21.61	\$22.04	\$22.70	\$23.15
Operators – Level 2 (class 5/5A, L1 and equipment up to 50HP)		\$23.15	\$23.84	\$24.32
Operators – Level 3 (class 3A, and all HP)		\$25.50	\$26.27	\$26.80
Mechanics – Unlicensed/Helper	\$18.47	\$18.94	\$19.51	\$19.90
Mechanics – Block 1 Apprentice		\$19.66	\$20.25	\$20.66
Mechanics – Block 2 Apprentice		\$20.91	\$21.54	\$21.97
Mechanics – Block 3 Apprentice		\$21.93	\$22.59	\$23.04
Mechanics – Block 4 Apprentice		\$23.97	\$24.69	\$25.18
Mechanics – Red Seal Automotive		\$30.60	\$31.52	\$32.15
Cable Supervisor Foreman Mechanic (Unlicensed)	\$22.99	\$23.45	\$24.15	\$24.63
Class 1A	\$21.94	\$22.38	\$23.05	\$23.51
Class 3A	\$21.83	\$22.27	\$22.94	\$23.40
Class 5 or SA	\$19.50	\$19.89	\$20.49	\$20.90
Mechanics Helper	\$18.47	\$18.94	\$19.51	\$19.90
Parts Clerk	\$16.21	\$16.53	\$17.03	\$17.37
Overhead Lineperson	\$19.67	\$25.50	\$26.27	\$26.80

Overhead Ground man Cable Technician	\$18.36	\$18.73	\$19.29	\$19.68
Labourer Skilled	\$16.06	\$16.38	\$16.87	\$17.21
Labourer General Labourers Helper Traffic Controller	\$14.83	\$15.13	\$15.58	\$15.89

The wage increase shall be retroactively adjusted to May 15, 2022 as agreed to by the parties

14.02 Employees under classifications within article 14 and who are required to transfer to a lower paid classification shall not receive a reduction of wages for the balance of the week in which the transfer occurs.

14.03 May 15, 2022 - 2% wage increase to all classifications

May 15, 2023 - 3% wage increase to all classifications

May 15, 2024 - 2% wage increase to all classifications

ARTICLE 15 — APPRENTICE

15.01 Employees as apprentices shall be governed by the following regulations:

- (a) Machine Operators with no previous experience shall commence work at the rate of .90 cents below the applicable Operator rate for a period of 3 months.
- (b) He shall then receive an increase of .30 cents per hour and additional increases of .30 cents upon completion of the sixth (6th) and ninth (9th) months. Upon completing 12 months, his pay shall be increased to full operator rate, providing that the employee has the ability to accomplish the necessary requirements to become an operator.
- (c) He will be notified of his classification at this time.

ARTICLE 16 — SUBCONTRACTORS CLAUSE

If the Employer subcontracts work, which if not subcontracted would be performed by the Employer under the provisions of the Agreement, the subcontractor shall be bound by all the terms and conditions of this Agreement for all work performed.

ARTICLE 17 — HOLIDAYS

17.01 Holidays which employees will receive eight (8) hours pay are:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day
Labour Day	Islander Day
Truth and Reconciliation Day	

17.02 For such holidays, permanent employees employed with the Company will be paid eight (8) hours at employees' regular rate of pay.

17.03 Temporary and seasonal employees employed with the Company must work one (1) week preceding and within 15 calendar days immediately following the paid holiday.

17.04 Should work be necessary on the above holidays, employees will be paid eight (8) hours holiday pay plus double their regular rate of pay for hours worked.

17.05 Any request for holidays other than the holidays listed in Article 17.01 shall be unpaid and at the sole discretion of the employer. Such request must be made to the foreman at least two (2) weeks prior to the requested time off.

17.06 Vacation pay shall be 6% of Employees' gross wage or according to the PEI Labour Act, whichever is greater. Annual Vacation shall not exceed three (3) weeks without authorization.

17.07 Employees must report for work ready to leave for the job site at 8:00 a.m., or whatever time work is called for. Reporting late for work continuously may result in discipline up to and including dismissal.

ARTICLE 18 — SAFETY

18.01 The use of alcohol during working hours will not be permitted and may be cause for dismissal.

18.02 Employees will be responsible for the care and maintenance of tools and equipment that is issued to them.

18.03 The Company will supply hand tools; however, if tools are lost, the employee may be required to replace such tools.

18.04 Operators will be responsible for daily maintenance and servicing of machine and in cases of breakdown, operators may be required to assist in making repairs.

18.05 Abuse or damage to Company property may be cause for dismissal.

- 18.06 Personal protective equipment will be supplied by the Company, with no charge to the employee. Safety equipment must be worn at all times while work is in progress.
- 18.07 For employees maintaining a 12-month consecutive employment, the employer agrees to reimburse the employee up to two hundred and fifty dollars (\$250) of the purchase price of the approved safety boots upon presentation of a receipt. For season employees, there will be a prorated payment scale based on the previous year's employment. Additionally, the employer will supply all personal protective equipment (PPE) safety winter jackets, rain gear, and rubber boots when required.

ARTICLE 19 — TRAVELLING AND TRANSPORTATION

- 19.01 Employees working on any project shall be provided with transportation or room and board by the Employer.
- 19.02 The Employer agrees to pay each employee for lunch daily four dollars and seventy-five cents (\$4.75) for the first year of the agreement, and five dollars thereafter as of May 15, 2023.
- 19.03 The Employer shall provide transportation to and from the Company office and job sites.

ARTICLE 20 — HARASSMENT POLICY

- 20.01 The Company and the Union recognise the importance of maintaining a work environment that is free of harassment. This policy applies to all persons employed by the Company and the contractors working with or for the Company. The filing of a complaint will not prejudice the job security or promotional opportunities of the complainant. All information and supporting witnesses relevant to a complaint shall be treated as privileged and strictly confidential.

Those acts which may constitute a harassment may include for the purpose of clarity, but without limitation:

- unsolicited physical contact, pushing, grabbing, or other touching;
- comments, or suggestions which might reasonably be found by the complainant to be unwelcome, objectionable, offensive, or to cause discomfort on the job;
- sexual or unfriendly propositions;
- gender or ethnic-based insults or taunting.

Normal social conduct between people based on mutual consent does not for these purposes constitute harassment.

Where an employee feels he/she is a victim of harassment they may report the same to a Union Shop Steward, or supervisor.

All complaints shall be immediately investigated with a written report containing relevant recommendations to achieve a resolution of the complaint.

Upon completion of the investigation and report, the Employer shall, if warranted take appropriate action against the alleged offender. Should the alleged offender be a member of IUOE Local 942, the Employer shall then follow the provisions of the Collective Agreement.

ARTICLE 21 — MISCELLANEOUS

- 21.01 Both parties mutually agree to abide by the rules and regulations of the PEI Occupational Health and Safety Act, and the Atlantic Enterprise Limited Safety Policy.
- 21.02 Should an Employee be injured during working hours, he shall be paid for the balance of the shift, regardless of the time of his accident.
- 21.03 A Bulletin Board shall be installed by the Company in a central location where Union and Company notices may be posted.
- 21.04 Agreed that vacation pay and holiday pay may be paid semi-annually.
- 21.05 Bereavement Leave: When death occurs to an employee's: father, mother, father-in-law, mother-in-law, spouse, common-law spouse, child, stepchild, brother, sister, grandparents or grandchildren the employee will be granted a leave of absence and will be paid for eight (8) hours at their regular straight time rate for up to three (3) consecutive scheduled working days. Additional time off will be granted at the request of the employee, additional time off will be unpaid.
- 21.06 Wipe rags supplied and to be on hand at all times.
- 21.07 Proper ventilation in the shop for welders to do away with exhaust fumes.
- 21.08 The Company shall maintain a group Health and Welfare Plan with the Company paying 55% and the employee paying 45% of the cost while employed with the Company.
- 21.09 The Employer agrees that upon presentation of a valid receipt, the Employer shall promptly reimburse regular employees up to a maximum of seventy-five dollars (\$75.00) for obtaining an applicable medical required for maintaining driver's license requirements.

ARTICLE 22 —SIGNATORIES

In witness whereof the parties hereto have executed this Agreement on the _____ day of
March 2023

SIGNED ON BEHALF OF THE COMPANY:

Thane Myers

Witness

SIGNED ON BEHALF OF THE UNION:

Tracy Robertson, IUOE Local 942

Witness