



Tentative Agreement

Unifor and SNC-Lavalin O&M Solutions, Inc.

On May 5, 2015 the Ontario and Quebec bargaining committees reached a tentative agreement with SNC-Lavalin O&M Solutions, Inc. on new collective agreements for Technicians in both provinces.

The bargaining committees are recommending acceptance of the tentative agreement.

The details of the tentative agreement are attached. They will be reviewed in detail during a ratification meeting on May 13, 2015.

In Solidarity,

George Grutca, John Steele, Sean Howes

Memorandum of agreement between

SNC-Lavalin O&M Solutions inc.

And

UNIFOR

Following the negotiation of the renewal of the collective agreement, the parties have agreed on the following:

1. Duration of the collective agreement: 3 years ending February 27, 2018;
2. Salary increase: 2% year 1 retroactive to March 1st, 2015 – 2% year 2- 2% year 3;
3. A lump sum payment of \$750.00 payable at the latest on the second pay period following ratification of the collective agreement. A second payment of \$750.00 payable on the first pay period of 2016. Those amounts can be deposited in the Harvest Plan.
4. The company agrees to changes as per the attached documents on the following subjects:
 - a. Joint committee –Labor Relation- Health & Safety – Training
 - b. Printing of the collective agreement
 - c. Bulletin boards
 - d. Vacation selection process
 - e. Vehicles
 - f. Fleet
 - g. Floater
 - h. Allocation table
 - i. Medical documentation
 - j. Modification to salary schedule
 - k. Changes in scheduled tours
 - l. Grievance procedure
 - m. Voluntary Separation Package
 - n. Removing Stand By Power technicians (Schedule 3) & BTMC from Schedule 2
 - o. Incorporate the FT-SFT ratio letter in the collective agreement

5. The Company is committing to elaborate a policy on telemetric and use of smart phones
6. Modify the names of the Union and the Company when required

In witness thereof, the parties have signed May 5, 2015.

UNIFOR

SNC-Lavalin O&M Solutions inc.

Sean Howes
National representative -
UNIFOR

Suzanne Boutet
Senior Director, Human
Resources

George Grutca -UNIFOR

George Mitsopoulos SNC-
Lavalin O&M Solutions inc

John Steele-UNIFOR

Larry Custance-SNC-Lavalin
O&M Solutions inc

Claude Dugas-SNC-Lavalin
O&M Solutions inc

SIGNING BONUS

MEMORANDUM OF AGREEMENT BETWEEN:

SNC Lavalin O&M Solutions

AND

UNIFOR

No later than 2 pay periods after ratification date, payment of a lump sum amount of \$750.00 to all employees employed at date of ratification.

A second amount of lump sum amount of \$750.00 will be made on the first pay period of 2016.

Those amounts could be deposited in the Harvest Plan.

Signed in Ontario this 2015

UNIFOR

SNC-Lavalin O&M Solutions inc.

Sean Howes
National representative -UNIFOR

Suzanne Boulet
Senior Director, Human Resources

George Grutca -UNIFOR

George Mitsopoulos -SNC-Lavalin
O&M Solutions inc

John Steele -UNIFOR

Larry Custance-SNC-Lavalin O&M
Solutions inc

Claude Dugas-SNC-Lavalin O&M
Solutions inc

MAY 5, 2015

VOLUNTARY SEPARATION OFFER OF SENIOR FACILITY TECHNICIANS AND FACILITY TECHNICIANS

Admissibility

All regular full time employees of O&M Solutions with a minimum of one year completed service at the implementation of the offer.

Positions and employees identified

Ontario: two positions: Leonardo Morra – William Coulter

Quebec: two positions: Jean-Marc Chevrier – Robert Chabot

Amounts offered will be 52 weeks of base salary.

Date of departure will be May 15, 2015

The employer will communicate to all employees as described above indicating the conditions and procedures.

The employee will have to sign a release document before the amount is deposited in his bank account

Premium Pay for Changes in Scheduled Tours

18.13 If an employee is given less than three business days' notice of a change in his tour of duty, he shall be paid in accordance with the following:

(a) When the change in tour is made at the employee's request he shall be paid on a straight time basis

(b) When an employee reverts to his own scheduled tour after he has worked two or more consecutive relief tours he shall be paid on a straight time basis.

However, if the interval between the start of the last relief tour worked and the start of the first tour on his own schedule is less than 24 hours, he shall be paid one half time extra on the first tour of his own schedule for the time worked which is outside the last relief tour worked.

(c) In all other circumstances, he shall be paid one half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the three business days' notice requirement.

ATTACHMENT A

Index Of Wage Schedule By Occupations

<u>Title</u>	<u>Schedule</u>
Facility Technician	1
Senior Facility Technician	2

Note:

1. It is understood that rates indicated in attachment C include an amount of \$0.02 per hour paid to be remitted to the CEP Education Leave Fund.
2. Student rate will be 45% of the maximum rate of the wage schedule 2.

ARTICLE 28
BULLETIN BOARDS

28.01 The Company will provide a SharePoint link for use by the Union for posting notices with respect to Union activities.

28.02 The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities. The company agrees to provide access to the existing systems used for communication with the employees for the purpose of conducting daily operations.

28.03 The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company, or, will be brought to the attention of any Local or National Representative of the Union, and all such material wherever posted shall be removed by the Union, immediately after such notification, and shall not be re-posted.

Mr. Sean Howes
National Representative, UNIFOR

Subject: Printing of the collective agreement

XXX,

This is to confirm our discussion during bargaining to the effect that the collective agreement will be printed on a letter format and posted on SharePoint within six (6) weeks of the signature of all related documents.

Yours truly,

Suzanne Boutet
Senior Director, Human Resources.

Mr. Sean Howes
National Representative, UNIFOR

Subject: Letter of intent on the cost of doctor's note related to absence for sickness

When the employer request a doctor's note related to the absence of an employee, (excluding short term and long term disability) the cost associated with that documentation will be reimbursed by the Employer

Yours Truly,

Suzanne Boutet
Senior Director, Human Resources

Vacation

21.07 (a) On January 1st of each year, the Company will determine the territory of the facility manager considered to be a seniority unit for the purpose of vacation selection. Written notice of these seniority units will be sent to the Union.

**ARTICLE 20
HOLIDAYS**

20.01 The following shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day (December 26)

20.02 When a holiday falls on a scheduled day off, it will be paid 8 hours at straight time and will be part of the worked week.

20.03 Where a paid holiday falls on a scheduled day of work, it shall be included in the weekly schedule for all employees for that week.

Day Off With Pay

20.04 In addition to the holidays stipulated in section 20.01, each employee in the employ of the Company on November 1st, with the exception of an employee who is on an unpaid leave of absence in excess of two weeks and not covered under Article 31 of this Agreement, shall be granted a day off with pay at his basic rate of pay for that day.

20.05 The day off with pay shall be scheduled during the period from November 1st to the last day of February of the following year.

20.06 Where the day off with pay is taken outside the period from December 22nd to January 4th of the following year, it shall be on a day mutually agreed to by the Company and the employee.

20.07 Where an employee cannot be granted a day off during the period from November 1st to the last day of February of the following year, he shall be paid one additional day's pay at his basic rate of pay.

Floating Days

20.08 In addition, an employee in the employment of the Company on January 1st shall be entitled to three paid floating days that shall be scheduled, as mutually agreed by both parties, from January 1st to December 31st of every calendar year for the duration of the collective agreement.

Grievance Procedure - Individual Grievances

Step 1

14.01 A grievance shall be submitted on a grievance form within 30 days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance to the immediate director and – or the senior director by:

- a) the employee, or
- b) the steward or the Chief steward as long as the grievance is signed by the employee..

14.02 The Regional Director and the Manager shall discuss by phone or any other electronic format with the Steward and the grievor, and shall render a written statement on the grievance form within 15 days of being advised of the grievance. That statement will be sent by e-mail as an electronic document. This will not apply to a grievance on disciplinary measure, which will be discussed during face to face meetings.

Step 2

14.03 When the grievance has not been settled at Step 1, it may be submitted to the Director of Human Resources within 30 days of the disposition.

14.04 The grievance shall include a written statement of the Union's position, signed and dated by an Officer or employee of the Union. A copy of this statement shall be attached to a copy of the grievance form.

14.05 The Director of Human Resources, shall discuss with Union Representatives in an attempt to resolve the grievance, and shall furnish the Union within 30 days of the receipt of the intention to appeal, with a written statement of the resultant grievance settlement or, if no settlement has been achieved, of the Company's final position.

14.06 The Director of Human Resources may elect to invite two other people to attend the discussion. Union representation shall be limited to three people of which not more than two shall be employees of the Company. In addition, if deemed necessary by either party, the grievor may attend.

Letter of agreement

Fleet of vehicles O&M Solutions Inc

The Company has a fleet of vehicles used by the technicians to do their work. The company leases those vehicles and currently has a contract for a 10 years lease that will end September 2018.

Before the decision will be made to replace a vehicle or to review the renewal of the lease for the fleet, the company will first seek the Union and H&S Committee for input.

MAY 5, 2015

VOLUNTARY SEPARATION OFFER OF SENIOR FACILITY TECHNICIANS AND FACILITY TECHNICIANS

Admissibility

All regular full time employees of O&M Solutions with a minimum of one year completed service at the implementation of the offer.

To the company's request, if there is a need to implement an offer for departure, the offer will be made to all admissible employees.

Amounts offered will be as follow;

2 weeks of base salary per year of service with a minimum of 3 months and a maximum of 52 weeks of base salary.

Date of departure will be determined by the Employer but within the calendar year of the announcement of the offer of departure.

The employer will communicate to all employees as described above indicating the conditions and procedures.

The employees will have 30 calendar days following the communication to indicate their interest to the company

If there are more employees interested then the number of required departures, the company will proceed by seniority, the most senior having priority

The employee will have to sign a release document before the amount is deposited in his bank account

Mr. Sean Howes
National Representative, UNIFOR

Subject: Allocation Table (AT) / Work Order Dispatch

This is to confirm the agreement reached during bargaining for the renewal of the technical employees' collective agreement with regards to the Allocation Table (AT).

In managing daily activities, the Company is faced with a significant number of work orders with diverse requirements and priorities. In order to efficiently manage these work orders in a timely manner, we use a Allocation Table (database), the structure of which is based primarily on efficiency and competitiveness.

The AT is established by management and technical staff in a collaborative manner. Changes in the portfolio, organization, personnel, and contractors require ongoing updates of this database. Management is committed to updating the database, as required, in collaboration with technical staff, to encourage the selection of Nexacor employees.

Yours truly,

Suzanne Boutet
Senior Director, Human Resources.

December 19, 2012

Mr. Sean Howes
National Representative, UNIFOR

Subject: Joint Labor management –Health & Safety and training meetings

This letter confirms our agreement reached during our negotiations that the Company and Union representatives will meet to discuss issues that may arise during the course of the collective agreement. Discussions at those meetings will include any Labor relation issues, H&S and training issues.

The meetings will be held in person twice yearly with simultaneous translation.

If additional meetings are required, meetings will be conducted via conference call. Representatives from each province may decide to hold meetings in their respective regions.

Training

The company will approve and reimburse all costs associated with training where the Company deems that the training is required and essential to the business.

This letter extends to training associated with trade licenses such as that of refrigeration mechanic, gas certificates, electricians as well as any others required under provincial jurisdiction. It is understood that the Company will clearly identify the need for the license(s), in writing, to the appropriate employees prior to any training activity.

Yours Truly,

Suzanne Boutet
Senior Director, Human Resources

12.07 Corporate Committee Joint Health and Safety

- **The Corporate Joint Health and Safety Committee is composed of one (1) union representative from Ontario, one (1) union representative from Quebec as well as an equivalent number of Company representatives. When jointly agreed, a subject matter expert may be invited to the meeting.**
- **Committee members are jointly responsible for the review of safety rules and procedures, including but not limited to the handling of hazardous products, safety equipment, trucks and occupational ergonomics. This committee has the power to make recommendations and the Company agrees to consider them.**

Committee rules of procedure as established by committee members must comply with provincial legislation; however, fair and consistent application of safety rules, procedures and methods will be favoured.