

# **COLLECTIVE AGREEMENT**

BETWEEN

**ICL ENGINEERING LIMITED**

AND

**MARINE WORKERS' AND BOILERMAKERS'  
INDUSTRIAL UNION, LOCAL No.1**

EFFECTIVE JANUARY 16, 1995 TO JANUARY 15, 1998

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**THIS AGREEMENT** effective this 16th day of January, 1995:

**BETWEEN:**

**ICL ENGINEERING LIMITED**

(hereinafter referred to as "the Company")  
OF THE FIRST PART

**AND:**

**MARINE WORKERS' AND BOILERMAKERS'  
INDUSTRIAL UNION, LOCAL NO. 1**

(hereinafter referred to as "the Union")  
OF THE SECOND PART

**WHEREAS** the parties hereto have agreed to enter into a collective agreement upon the terms and conditions hereinafter set forth, with respect to employees employed in the job classifications listed in Schedule "A" hereto:

**AND WHEREAS** the Company agrees to recognize the Union as the bargaining representative of the said employees subject to the condition hereinafter contained:

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE I - DEFINITION**

**1.01** Employees wherever mentioned in this Agreement shall not be deemed to include persons employed in a confidential capacity, or having authority to employ or discharge employees.

**1.02** In all relations between the parties hereto under this Agreement, the Union, so long as it remains the certified bargaining representative of the said employees, shall be represented by its bargaining representatives.

**ARTICLE II - UNION SECURITY**

**2.01** There shall be no discrimination against any employee for belonging to the Union, or carrying out Union policy within the terms of this Agreement.

**2.02** All employees of the company, as a condition of employment, shall sign a check-off authorization for payroll deductions covering Union dues, reinstatement fees or assessments as may be established by the Union Constitution or By-laws. The Company agrees to remit such deductions to the Union headquarters.

**2.03** The Company agrees that all employees for whom the Union is the certified bargaining agent must be members in good standing of the Marine Workers' and Boilermakers' Industrial Union, Local No. 1, or must be Permit holders.

The Company agrees that all new employees who are not members of the union must obtain a Permit before starting work and must apply for union membership within thirty (30) days of commencing employment with the Company

### **ARTICLE III - UNION/MANAGEMENT RELATIONS**

**3.01** The Union understands and accepts that the entire management of the company and the direction of the work forces are vested exclusively in the Company.

**3.02 (a)** It is agreed that in the event of an industrial dispute or other disturbance taking place on the Company's property that the watchmen and guards will remain at their posts in order to protect the plant and continue unhindered in their usual duties.

**(b)** It is agreed that in the event of an industrial dispute that such maintenance men as are required to prevent deterioration of machinery will be allowed access to the plant in order to carry out these duties.

**3.03** No Union business shall be carried on during working hours. The Business Representatives of the Union shall contact Management, and if access to the Company's premises is desired, shall ask for permission for such access, which permission shall not be unreasonably withheld.

**3.04** Employees will take orders from the Manufacturing Manager or his nominee, only when the Production supervisor, Assistant Foreman or Charge Hands are not readily available.

**3.05** There shall be no change in Company or Union policy, or change in established conditions or procedure with respect to any matters affecting Union/Management relationship, except with the consent of both parties. There shall be no arbitration on the above matters except by mutual consent.

**3.06** A Committee will be established to consider matters relevant to this Agreement. Members are to be Chief Steward, a second Steward, Production Supervisor, and the Plant Manager, or their delegates. Meetings are to be held at the request of either party concerned. The purpose of the Committee is to promote job satisfaction and production efficiency.

**3.07** Shop Regulations consistent with this Agreement will be published from time to time by the Company. All employees are required to abide by these Regulations.

**3.08** The Shop Steward, with notification of the location and nature of the complaints to the immediate supervisor, shall be permitted to investigate grievances during working hours. The Union agrees that the Shop Steward will carry out his investigation as expeditiously as possible.

**3.09** The Union will notify the Company in writing of the names of the Shop Stewards as soon as possible after any change in shop stewards.

## **ARTICLE IV - WAGES**

**4.01** Wage rates shall be in accordance with Schedule "A" attached hereto and shall be effective on the date shown in Schedule "A".

## **ARTICLE V - HOURS OF WORK**

**5.01** The Company and the Union agree that the standard work day shall consist of seven and one-half (7 1/2) hours and the standard work week shall consist of thirty-seven and one-half (37 1/2) hours, Monday to Friday, inclusive.

**5.02** Time worked in excess of standard hours of work shall be considered as overtime and shall be paid for at the rate of double time.

Effective January 15, 1997: Time worked in excess of standard hours of work Monday through Friday and excluding Statutory Holiday, shall be paid at the rate of time and one-half for the first two hours, double time thereafter.

**5.03 (a)** If a second shift is employed, the hours of work shall be seven and one-half (7 1/2) hours per shift, for which a premium of Thirteen (13%) per cent will be paid.

**(b)** If a third shift is employed, the hours of work shall be seven and one-half (7 1/2) hours per shift, for which a premium of Eighteen (18%) per cent will be paid.

**(c)** Three full shifts must be worked by a second shift worker before that shift can be established. Otherwise overtime rates shall prevail.

**(d)** When change shifts for any employee do not last three (3) shifts or more, the time for these shifts shall be paid at the usual overtime rates.

**(e)** Day shift employees working after midnight on overtime work reporting for work next shift, shall not report until eight (8) hours have elapsed between the time he finished working and the time he started the following day. If he reports for work after eight (8) hours and works as long as required, he shall be paid as though he started the shift at the regular starting time.

**(f)** The Company will make every effort to schedule employee shift changes at the weekend. If it is necessary to change shifts in mid-week where there are less than fifteen (15) hours between the end of the employee's former shift and the start of his new shift, he shall work only half of either the last shift he is leaving or the first shift he is joining without any loss in pay.

**(g)** If, for field jobs, it is necessary to work twenty-four (24) hours per day with two (2) crews, two (2) work periods will be established. For the first seven and one-half (7 1/2) hours of the second period, eight and one-half (8 1/2) hours will be paid.

**5.04** No employee shall work more than sixteen (16) hours straight.

**5.05** All employees called in to work at the end of a normal shift, or on Saturday, Sunday or Statutory Holiday shall be paid the usual overtime rates required by this Agreement, with the guarantee of four (4) hours work. If employees choose to work less than four (4) hours, they shall be paid for the time worked only.

**5.06** All employees must punch in and out of the shop on the time clock number assigned to them. There shall be a warning whistle five (5) minutes before quitting time for all shifts. After the warning whistle, employees may make out time sheets and put away tradesmen's tools and return material, etc.

**5.07** The Company shall not make any changes in the standard work week, shifts per day, number of hours worked, and lunch periods without consulting the Union.

**5.08** Every employee shall be paid not less than four (4) hours if hired after starting time.

**5.09** Any employee on the seniority list who has been laid off and subsequently re-hired shall be guaranteed at least three (3) days employment upon re-hire.

**5.10** The Company recognizes that overtime is not compulsory and where overtime is worked, that it be spread to all employees wherever possible, recognizing refusals as equal to overtime worked and providing the individuals involved are qualified. Once a month the Company will post all hours of overtime worked and hours refused.

## **ARTICLE VI - STATUTORY HOLIDAYS**

**6.01** The following twelve (12) Statutory Holidays shall be paid for at straight time rates regardless of the day on which they fall or are celebrated, provided that the employee qualified for Statutory Holiday pay (in accordance with conditions in the following paragraphs). If an employee works on a Statutory Holiday as listed in this Section, he shall receive double time pay for all hours worked on the Holiday in addition to any Statutory Holiday pay to which he is entitled under this Section. Alternatively, he may choose to receive the double time pay for the time worked and have a paid day off at a later date mutually agreeable--the day off to be in lieu of Statutory Holiday Pay:

New Year's Day	B.C. Day
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

plus other holidays declared by the Federal or Provincial Governments.

In addition to the above noted Statutory Holidays, there will be one (1) "Floating Holiday" (date of which is to be decided by the Union-Management Committee). This "Floating Holiday" will be eliminated when any other Statutory Holiday becomes Statutory by Act of Law.

To qualify for Statutory Holiday pay, an employee:

(a) must work nine (9) full days in either or both of the two (2) two-week pay periods defined as follows: the one preceding the Statutory Holiday and the one in which the said Holiday occurs;

(b) it is further agreed that if work is available and the employee is required to work, one of the nine (9) days shall be the full day following the Statutory Holiday.

**6.02** Unless otherwise arranged between the parties hereto, in determining the period of a holiday for employees on the second and third shifts, the twenty-four (24) hour period from starting time on the third shift shall constitute a "day".

## **ARTICLE VII - ANNUAL VACATIONS**

**7.01** Vacation year for this purpose to be a full calendar year--January 1st to December 31st.

**7.02** Time off must be taken for vacation periods.

**7.03 (a)** A Vacation Form will be posted on or about January 2nd each year, so that employees may indicate their preferred vacation period.

**(b)** On or about February 1st, the Company will post a tentative Holiday Schedule.

**(c)** An employee scheduled vacation period shall not be changed by the Company within the three (3) week period preceding the start of the vacation period without the consent of the employee concerned.

**7.04** Vacation pay will be banked and paid when the employee takes his vacation, or vacation pay will be added as it is earned to the regular pay cheque. Each employee will select the method of payment annually.

**7.05** One "Vacation Credit" shall be allocated to each employee for each pay period, provided the employee has worked five (5) or more full shifts during that pay period.

**7.06** When an employee has attained sufficient vacation credits to qualify for an increased vacation entitlement, vacation pay will also be earned at the new vacation rate, retroactive to the first pay period of the current vacation year.

**7.07 (a)** All employees who have attained twenty-six (26) vacation credits, one (1) year of service with the Company in the current vacation year, will be entitled to two (2) weeks vacation at four (4%) per cent of gross earnings.

**(b)** All employees who have attained fifty-two (52) vacation credits, two (2) years of service with the Company in the current vacation year, will be entitled to two (2) weeks vacation at four (4%) per cent of gross earnings.

**(c)** All employees who have attained seventy-six (76) vacation credits, three (3) years of service with the Company in the current vacation year, will be entitled to three (3) weeks vacation at six (6%) per cent of gross earnings.

**(d)** All employees who have attained two hundred (200) vacation credits, eight (8) years of service with the Company in the current vacation year will be entitled to four (4) weeks vacation at eight (8%) per cent of gross earnings.

**(e)** All employees who have attained three hundred and eighty (380) vacation credits, fifteen (15) years of service with the Company in the current vacation year, will be entitled to five (5) weeks vacation at ten (10%) per cent of gross earnings.

**(f)** Employees hired prior to April 21, 1995 who have attained five hundred and fifteen (515) vacation credits, twenty (20) years of service with the Company in the current vacation year, will be entitled to six (6) weeks vacation at twelve (12%) per cent of gross earnings.

**(g)** Employees hired prior to April 21, 1995, who have attained six hundred and thirty (630) vacation credits, twenty-five (25) years of service with the Company in the current vacation year, will be entitled to six (6) weeks vacation at twelve (12%) per cent of gross earnings, plus one (1) extra day's vacation with pay. For each additional twenty-six (26) vacation credits, an additional one (1) day of vacation with pay shall be granted, up to a maximum of five (5) days.

**7.08** Any employee who has been in the employ of the Company for twelve (12) months shall receive holiday credit at his prescribed holiday rate for time off sick, up to a maximum of six (6) months, provided that in the case of such sickness a Doctor's certificate can be provided upon request.

**7.09** Any employee's claim being accepted by the Workers' Compensation Board will result in the recipient receiving credit for time lost, as a result of such claims for vacation accumulation purposes.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

**8.01** In the event of a dispute or grievance arising out of the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, it shall be finally and conclusively resolved, without stoppage of work, in accord with the following grievance and arbitration procedure.

**8.02** Firstly, by negotiations between the Production Supervisor and the Chief Steward and one other Steward, and if in agreement, their decision shall be final.

**8.03** Secondly, in the event that the agreement between the aforementioned is not reached, then between the Committee of Management and the Bargaining Representatives, and all parties concerned may be called to this meeting if considered necessary by either party.

**8.04** In the event of arbitration being required, the Parties will select a single arbitrator. In the event that the two (2) Parties cannot agree on a single arbitrator within five (5) days, the Parties will jointly request the Director of the Collective Agreement Arbitration Bureau or the Minister of Labour as appropriate, to make the appointment.

**8.05** The decision of the Arbitrator will be final and binding upon the parties hereto.

**8.06** The provisions of the Labour Relations Code shall apply to any arbitration held under the terms of this agreement.

**8.07** The time limits in the above grievance and arbitration procedures may only be extended by mutual agreement of the Parties in writing.

**8.08** Each Party shall pay its own costs and expenses of arbitration, and one-half the compensation and expenses of the single arbitrator, and stenographic expenses.

## **ARTICLE IX - SAFETY AND HEALTH**

**9.01** A Safety Committee shall be maintained representative of all Departments in the Plant and the Union shall have equal representation with the Management on such Committee.

**9.02** Any employees suffering injury while in the employ of the Company must, if possible, report immediately to the First Aid Department, and also report to said Department on returning to work. If an employee who is injured on the job and having received proper medical care is unable to return to work, the employee shall be paid for the full shift for that day, subject to doctor's verification.

**9.03** (Note: This clause may be reopened for negotiation January 15, 1997, at the request of the Union.) The Company will pay One Dollar and ten cents (\$1.10) per hour for each hour worked by each employee, into the Union Welfare Plan.

**9.04** The Company will pay one dollar (\$1.00) per hour for every hour worked by an employee to his or her registered retirement savings plan. Payments will commence after three months service.

**9.05** In consideration of the changed Welfare Plan, the Company, party to this Agreement, is to have a trustee representation of the Welfare Plan, or if they do not choose to act as trustees, they are to have the right to a complete audited report of the Plan once a year, by a qualified firm of chartered accountants.

**9.06** The Company will pay eleven (\$0.11) Cents per hour to provide Long Term Disability Insurance.

**9.07** The Company will provide safety glass lens replacements for prescription change reasons only, and limited to once every three years.

**9.08** Any amount payable to an employee as the result of a rebate of UIC premiums shall be applied to help meet the cost of the employer's share of premiums for benefits in this Article.

## **ARTICLE X - WORKING REGULATIONS AND FIELD WORK**

**10.01 (a)** Shop work shall consist of work performed on the premises of ICL Engineering Limited or at any other premise in the Greater Vancouver Regional District. All other work shall be known as field work.

**(b)** The rate for field work shall be 10% above the shop rate.

**(c)** There shall also be a construction rate. This shall be commensurate with the construction rates applicable at the time and shall be paid to an employee only if and while they are working on an outside construction job alongside construction tradesmen who are receiving construction trade rates. All other terms and conditions of this contract remain in effect.

**(d)** (To be implemented if and when adopted in Pipefitters Local 170 collective agreement): Overtime on field work shall be paid for at the rates of time and one-half for the first two hours and double time thereafter; and on Saturday at the rates of time and one-half for the first four hours and double time thereafter.

### **10.02 - Travelling**

**(a)** There shall be no allowance for travel time to employees while engaged in shop work, and such employees shall provide their own means of travel. In the Greater Vancouver Regional District, a travel allowance of \$0.32 per kilometre will be paid on any increase in distance between ICL's premises in Richmond and the employee's home, and between the worksite and the employee's home. For example:

employee's home to ICL	26 km
employee's home to worksite	<u>34 km</u>
increase	8 km

Travel allowance is 8 km x \$0.32/km = \$2.56.

**(b) (1)** Should the Company ask the employees to travel during normal working hours, and the employee agrees to use his car, an allowance of fifty cents (\$0.50) per mile (thirty-two cents (\$0.32) per kilometer) will be paid. The Company may, at its option, provide transportation.

No employee shall be required to use his car on Company business. The Company will provide either a taxi or vehicle for transporting the employee and equipment. An employee may be required to provide transportation between his residence and a worksite other than ICL's plant. An employee may choose to drive his own vehicle from ICL to another worksite during working hours for his own convenience and at his risk.

## **(2) Other Areas**

If an employee is requested by the employer to travel on a Saturday, Sunday or Statutory Holiday, he shall be paid not less than double time rates of pay until such time as he has reached his destination.

On out-of-town work, a pre-job conference will be held with the workers involved, when possible, to discuss the job accommodation, travelling, etc.

For field work there shall be travel time allowance of straight time to a maximum of eight (8) hours in each twenty-four (24) hour period. Travel expense shall be paid at cost, air travel being either economy or coach class.

Room and Board shall be provided either in camps where practical or otherwise at motels and restaurants when the allowance shall be for first class room and board, the rate to be negotiated for each field job according to the quoted rates for room and board in the field area.

**10.03** Time and one-half will be allowed employees working in confined places when no adequate means of ventilation are provided, or for dirty work. Dirty work shall include repair work in vessels where toxic chemicals are involved. Production supervisor and Shop Steward to decide if work in question is to be so classed. Time and one-quarter will be allowed for overtime dirty work.

**10.04** Men working on field jobs shall be paid for all time lost on the job or travelling to or from the job due to inclement weather.

**10.05** When employees are asked to go on a field job the same day after working part of the shift in the Shop, there shall be a two (2) hour paid period for the employee to get prepared for his departure.

**10.06** Travel time from Plant to home to Airport will be straight two (2) hours. If aircraft leaves between 4:00 p.m. and 6:00 p.m., it is understood that men would not leave shop work until 1:30 p.m.

**10.07** Coveralls to be supplied to men going to field jobs. Coveralls are to be returned after the job.

**10.08** Company will endeavour to have proper transportation supplied on field jobs.

## **ARTICLE XI - SENIORITY**

**11.01** Employees who have been in the company's employ for less than sixty (60) working days shall be considered probationary employees and shall have no seniority. After completion of said probationary period, the seniority of the employee concerned shall be back-dated sixty (60) working days.

**11.02** An employee shall not suffer loss of seniority because of absence due to sickness or accident, subject to the following provisions:

(a) if an employee finds he is unable to report for work, he shall notify the Company at the earliest possible moment;

(b) accrual of seniority shall be limited as follows:

1. absence due to compensable accident -- no accrual after the date at which the employee would normally have been laid off if he were at work.
2. absence due to non-compensable sickness or accident -- six (6) months -- unless he would normally have been laid off before the six (6) month period.

Loss of seniority in these cases will be subject to review of circumstances by the parties to this Agreement, who may re-establish seniority after this consideration.

**11.03** (a) Seniority will not accrue during lay-off or leave of absence, but will be maintained at the level reached at the time of lay-off or leave of absence, up to a period of one (1) year.

(b) An Employee who is laid off due to lack of work shall retain his call-back rights for a period equal to his length of service, up to a maximum of two (2) years.

In the event that said employee is re-hired within two (2) years of his layoff, his seniority date shall be re-established using his previous length of service.

(c) Any employee with seniority standing, when recalled for work, shall have the right to compare the length of work involved with his present employment to decide on a by-pass. After by-passing the work call once, the employee shall lose his seniority standing if he does not return to work on the next call. The second recall notice to work, if used to terminate an employee's seniority on layoff, may not be given until a full calendar month has passed subsequent to the date on which the first notice was given. (Sickness confirmed by a Doctor will not be counted as a by-pass. Loss of seniority in these cases will be subject to review of the circumstances by the parties to this Agreement, with the power to re-establish the employee's seniority rights after this consideration.)

When a laid off employee is recalled for work, the Company will endeavour to provide at least five (5) days employment. If less than five days is offered and the employee declines, this will not be considered as a first or second by-pass for termination of seniority purposes.

**11.04** Leave of absence shall mean an absence from work requested by the employee and consented to by the Company in writing covering a specified period of time. Leave of absence shall not be granted to an employee seeking seasonal work. The Union shall be advised in writing of any leaves of absence.

**11.05** In all cases of lay-off, transfer, demotions, up-grading, re-hiring after lay-off and promotions other than appointments to supervisory positions, the Company will honour both length of service and ability in as fair a manner as possible, and the Chief Steward will be advised whenever a deviation from seniority is involved.

**11.06** In the event of a temporary lay-off due to a breakdown of machines or some similar situation, such as failure to receive an expected delivery of materials, which lay-off is not expected to last longer than twenty-four (24) hours, the employees immediately affected will be laid off temporarily.

**11.07** The Company will endeavour to give forty-eight (48) hours notice of lay-off and will give a minimum of twenty-four (24) hours notice, except for temporary lay-off defined in 11.06.

**11.08 (a)** Former employees are to be re-hired through the Union.

**(b)** On re-hiring, employees must come back at the same basic rate of pay as categorized by their classification.

**(c)** Copies of the Seniority List are to be forwarded to the Shop Steward, with a copy to the Union Office.

**(d)** Shop Steward's Seniority List will be updated when re-classifications are put into effect.

## **ARTICLE XII - GENERAL PROVISIONS**

**12.01 (a)** In the event of an employee being temporarily employed at a higher paid class of work than his own, the full hourly rate of pay agreed to for such classification shall be paid.

**(b)** Any employee asked to do temporary work at a classification with lower hourly rate of pay shall receive his usual rate of wages.

After two (2) weeks at the lower classification, the rate of pay may be adjusted to the agreed rate for that classification.

### **12.02 - Bereavement Pay**

In the case of a death in the immediate family of a non-probationary employee, such employee shall be granted up to a maximum of three (3) days leave of absence with pay. Immediate family shall mean spouse, mother, father, sister, brother, children, mother-in-law and father-in-law. The Company will recognize common-law spouse for bereavement, provided that the employee lived with this spouse for a minimum of eighteen (18) months and was not married to another during this period. In the event of the death of a non-probationary employee's grandparent or grandchild, such employee shall be granted a maximum of one (1) day leave of absence with pay.

### **12.03 - Work Attire**

(a) Qualifying employees will be reimbursed to a maximum of two hundred and fifty dollars (\$250.00) per year for work attire including approved safety footwear. Winder operators will be reimbursed for a maximum of an additional fifty dollars (\$50.00) per year for coveralls, as authorized by the Production Supervisor. Any employee with less than 1 year of current service will receive an allowance of ten cents (\$0.10) per hour worked. Reimbursement will require presentation of a receipt.

(b) The Production Supervisor may issue coveralls as dictated by the particular circumstances.

### **12.04 - Overtime Meals and Rest Breaks**

If an employee is required to work more than one hour of overtime, the employee is entitled to one of the following, depending on the length of the overtime:

- (a) over 1 hour and up to 2 hours:
  - the employee may take a 10 minute rest break before starting overtime or at any convenient time during the 2 hours without loss of pay;
- (b) over 2 hours and up to 4 hours:
  - the employee shall be entitled to a 30 minute meal/rest break at any time after the first 2 hours of overtime worked, without loss of pay;
- (c) over 4 hours:
  - i. the employee may take a 10 minute rest break without pay before commencing overtime,
  - ii. shall be entitled to a 30 minute meal/rest break without loss of pay at any time during the 3rd and 4th hours of overtime worked, and during the 7th and 8th hours of overtime worked, etc.;
  - iii. shall be entitled to a 10 minute rest break without loss of pay at any time during the 5th and 6th hours of overtime worked, and during the 9th and 10th hours of overtime worked, etc.

The provisions of this article shall apply on Saturdays, Sundays, and Statutory Holidays after seven and one-half hours of work.

For each meal/rest break to which an employee is entitled in (b) or (c)ii above, a meal allowance of ten (\$10.00) dollars will be paid to the employee.

### **12.05 - Jury Duty Pay**

All time lost by an employee due to necessary attendance on Jury Duty or on call for Jury Duty, shall be paid for at the difference between his regular hourly pay and the amount he receives for such Jury duty, provided however, that any such employee shall make himself available for work, before and after being required for such duty wherever practicable.

## **12.06 - Moonlighting**

The Company and the Union agree that the practice commonly known as "moonlighting" is wrong in principle. The term "moonlighting" for the purpose of this clause shall refer to a full-time employee who regularly makes a practice of working for another employer for a substantial number of hours during the week.

(a) When this practice affects or conflicts with the Company's business or the employee's ability to perform his job, it shall be cause for reprimand or dismissal;

(b) when this practice affects or conflicts with the Union policy, the Company agrees to cooperate with the Union in reprimand or dismissal.

**12.07** There shall be one (1) ten (10 minute "coffee break" in the first half of the shift and one (1) fifteen (15) minute "coffee break" in the second half of the shift.

**12.08** A helper must work under reasonably close supervision of a journeyman at all times.

## **12.09 - Automation**

In the event that technological changes result in a loss of jobs, the Company and the Union, in cooperation with the Government, agree to make every effort to re-train employees affected.

## **12.10 - Severance Pay**

All employees forced to retire because of plant closure, ill health or by reaching retirement age, shall be entitled to severance pay as follows:

(a) Employees with seven (7) to ten (10) years continuous service with the Company shall be entitled to two (2) weeks pay.

(b) Employees with ten (10) or more years of continuous service shall be entitled to one (1) day's pay for each year of continuous service with the Company.

This payment will be made by a Trust Company and the amount defined by (a) or (b) will be the minimum payable to an employee by ICL's D.P.S.P.

## **12.11 - Accumulated Overtime**

Employees will authorize the Company to allocate any overtime pay.

Option (1) All overtime to be paid at overtime rate, shown on paycheque in the usual manner.

Option (2) all overtime to be paid at straight time rates with overtime banked to a maximum of one hundred (100) hours, after which regular payments for overtime will apply.

With respect to Option (2), the following conditions will apply:

- (a) if forty (40) or more hours have been banked and the employee wishes to take the time off in one instalment, the employee is to give two (2) weeks notice to his Foreman or Supervisor;
- (b) if less than forty (40) hours have been banked, the employee is to give one (1) weeks notice to his Foreman or Supervisor;
- (c) accumulated available (not scheduled as yet) overtime shall be used in case of sickness until being covered by any insurance plans, providing a Doctor's certificate, if one has been requested, is available and presented to the foreman or Supervisor;
- (d) accumulated overtime up to 37 1/2 hours may be carried forward past the end of the calendar year.

With respect to Option (2) (a) and (b), these clauses are contingent that time off for accumulated overtime cannot be taken consecutively with annual posted vacations and must be mutually agreed between the employee and Foreman or Supervisor.

**12.12** Accumulated overtime can be used on the day following the Statutory Holiday, without penalty.

**12.13** The Company and the Union recognize the importance of training. The Company will reimburse employees for the cost of pre-approved courses after successful completion.

## **ARTICLE XIII - DURATION OF AGREEMENT**

**13.01** This Agreement shall become effective January 16, 1995, and will remain in force until January 15, 1998.

**13.02** It is mutually agreed that sub-sections 2 and 3 of Section 50 of the Labour Relations Code are excluded from the operation of this Agreement.

**13.03** Either party hereto may, at any time within four (4) months immediately preceding the date of expiry of this Agreement, by written notice require the other party to the Agreement to commence collective bargaining, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such a renewal.

In the event of notice as provided in this paragraph, this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangement of a further agreement.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized and have caused their common seal to be affixed in the presence of such officers, at the City of Vancouver, in the Province of British Columbia, on the \_\_\_\_\_ day of June, 1995.

**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** in the presence of:

\_\_\_\_\_

## LETTER OF UNDERSTANDING

BETWEEN:

**ICL ENGINEERING LIMITED**

AND:

**MARINE WORKERS' & BOILERMAKERS'  
INDUSTRIAL UNION, LOCAL NO. 1**

It is mutually agreed that the following clauses will be considered as part of the Joint Agreement, and that they will be reviewed periodically by the Joint Committee.

**L-1** Supervisor and Management personnel are permitted to perform work which would normally be done by Journeymen under the following circumstances:

- 1) to demonstrate methods;
- 2) to develop improved methods;
- 3) to perform work where special knowledge and skill is required.

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### **L-2 Vacations - Accrued Overtime**

arrange to designate how many days taken if a Statutory Holiday falls during vacation period;

produce detailed vacation chart for Christmas and New Years'

The Company may restrict the total number of employees on vacation or accrued overtime on a particular day if, in Management's opinion, it restricts operation or flexibility. In the event of an inability to resolve who is permitted time off, seniority will govern.

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### **L-3 Overtime Distribution**

Production Supervisor meet Assistant Foremen re: fair distribution.

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### **L-4 Two-Shift, Round the Clock Operation**

In the event that an extended two-shift operation becomes necessary, the following rules shall apply:

- (a) Two (2) ten (10) hour or twelve (12) hour shifts will be established.
- (b) The first seven and one half (7½) hours of each shift will be paid for at straight time rates. Any remaining time will be paid for at overtime rates.

- (c) In addition, all hours worked between 3:00 p.m. and 11:00 p.m. will earn a shift premium of seventy-five (\$0.75) cents per hour. Any hours worked between 11:00 p.m. and 7:00 a.m. will earn a shift premium of One (\$1.00) dollar per hour.
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**L-5 Continuous Shifting**

In the event of a special "rush" job, both parties will negotiate special rates and hours of work for continuous shifting, i.e., twenty-four (24) hours per day, seven (7) days per week.

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**L-6 Salaried projects for Union Members**

The Union agrees to the acceptability for Union members, including those on layoff, to accept short-term salaried projects from the Company.

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**L-7 Raul Segas, Maintenance Man**

It is mutually agreed that Mr. Segas can perform electrical and instrumentation work, as well as repairs, providing no bargaining unit manpower is displaced. Further, that Union dues shall be remitted by the Company on Mr. Segas' behalf.

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**L-8 Local 170**

It is understood that the ICL Construction Ltd. agreement with the Pipefitters' Metal Trades Division of Local 170 is for the assembly of pipe spools only.

Under no circumstances will a Marine Worker, who is permitted to, or is a member of Local 170, be required to work under Article 3.08 of the Agreement between Local 170 and ICL Construction Ltd.

It is not ICL's intention to invoke Article 3.08 of the Agreement between Local 170 and ICL Construction Ltd. If circumstances required the implementation of Article 3.08, ICL would advise the Marine Workers' Union.

It is ICL's intention to continue to assign work between ICL Engineering Ltd. and ICL Construction Ltd. along the traditional jurisdictional lines already established with respect to Local 170 and the Marine Workers. If circumstances required a change to this practice, ICL would advise the Marine Workers' Union.

It is agreed that when an ICL Engineering Ltd. employee is assigned to work for ICL Construction Ltd., payments to the RRSP under this Collective Agreement for such an employee will cease while payments are being made to a pension plan of another union.

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**L-9 Cost of Living Allowance**

A Cost of Living Allowance, subject to the conditions outlined below, shall be paid to each employee.

The Allowance will be based on the Consumer Price Index (all items) for Canada (Base = 1981). In the event that a retroactive adjustment is made to the figures issued by Statistics Canada, it is agreed that the paid allowance to the employee will not be adjusted retroactively. The Allowance will be calculated as follows:

First Year:

The base month for the first year will be the figure issued by Statistics Canada in January 1992 for December 1991. Each month thereafter, the figure issued for the Canada Consumer Price Index will be measured against that base. If the figure issued in any month exceeds the base month by three and 50/100 (3.5%) per cent, an Allowance will be added to the hourly rates equivalent to one-quarter (1/4) of One (1%) per cent for each full one-quarter (1/4) of One (1%) per cent of the excess. The calculation shall be to the nearest one (\$0.01). This payment will be effective on the 16th of the month in which the figure was issued, and will continued up to and including the 15th of the following month. Effective January 16th, 1993, any Allowance paid for the period of December 16th, 1992, to January 15th, 1993, will be added to the rates established for the first year in Schedule "A" of the Collective Agreement and the rates effective January 16th, 1993, will be re-calculated to provide a three (3%) per cent increase to the nearest cent for the second year.

Second Year:

The base month for the second year will be the figure issued by Statistics Canada in January 1993 for December 1992. Each month thereafter, the figure issued for the Canada Consumer Price Index will be measured against that base. If the figure issued in any month exceeds the base month by three (3%) per cent, an Allowance will be added to the hourly rates equivalent to one-quarter (1/4) of one (1%) per cent. This payment will be effective on the 16th of the month in which the figure was issued, and will continue up to and including the 15th of the following month. Effective at 11:59 p.m. on January 15, 1994, any Allowance calculated to be paid in the period December 16th, 1993, to January 15th, 1994, will be added to the rates established for the second year by application of Schedule "A" of the Collective Agreement and this Letter of Understanding.

The Cost of Living Allowance provision and this Letter of Understanding expires on January 15th, 1994.

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**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

April , 1995

**LETTER OF UNDERSTANDING**

BETWEEN

**ICL ENGINEERING LIMITED**

AND

**MARINE WORKERS' & BOILERMAKERS' INDUSTRIAL UNION, LOCAL NO. 1**

**re: Extra Vacation Pay**

It is agreed that any employee employed by the Company on April 21, 1995 and who, by that date, has attained two hundred (200) vacation credits or more, eight (8) years of service or more with the Company will be entitled to vacation at the applicable percentage of gross earnings as established in Article 7.07(d), (e), (f), and (g); plus, effective January 15, 1996, an additional one (1%) percent.

**FOR THE UNION**

**FOR THE COMPANY**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE "A"

		<u>EFFECTIVE</u> <u>JAN.16, 1995</u>	<u>EFFECTIVE</u> <u>MAY 15, 1995</u>	<u>EFFECTIVE</u> <u>DEC.31, 1995</u>	<u>EFFECTIVE</u> <u>JAN.15, 1997</u>
Journeyman	(1)	\$ 20.45	\$ 21.59	\$ 22.72	\$ 23.86
	(2)	20.13	21.25	22.37	23.49
	(3)	19.94	21.05	22.15	23.26
	(4)	19.67	20.76	21.85	22.94
Improver	(1)	18.04	19.04	20.04	21.04
	(2)	17.60	18.58	19.56	20.54
Helper	(1)	16.76	17.71	18.66	19.59
	(2)	16.43	17.34	18.25	19.16
	(3)	14.27	15.06	15.85	16.64
	(4)eff.Apr.21/95		13.55	13.55	14.23
	(5)eff.Apr.21/95		12.55	12.55	13.18
Maintenance	(1)	19.67	20.76	21.85	22.94
	(2)	18.04	19.04	20.04	21.04
	(3)	14.90	15.73	16.56	17.39
Lead Hand	-	Twenty-two (\$0.22) cents above Journeyman rate			
Charge Hand	-	Six (6%) per cent above Journeyman rate			
Assistant Foreman	-	Nine (9%) per cent above Journeyman rate			

**Helpers:**

Beginners: for appointments made prior to April 21, 1995

- |  |                        |
|--|------------------------|
| Ten (10%) per cent below Helper III rate | - first twelve weeks.  |
| Five (5%) per cent below Helper III rate | - second twelve weeks. |