

AGREEMENT BETWEEN:

UNION TUG AND BARGE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

***MAY 1, 2004 TO APRIL 30, 2007***

## TABLE OF CONTENTS

ARTICLE 1: OBJECTS .....	1
ARTICLE 2: DURATION .....	1
ARTICLE 3: DEFINITION OF EMPLOYEE.....	2
ARTICLE 4: BARGAINING AGENCY AND HIRING.....	2
ARTICLE 5: EMPLOYEE RIGHTS AND RESPONSIBILITIES.....	3
ARTICLE 6: GRIEVANCE PROCEDURE.....	3
ARTICLE 7: SENIORITY .....	4
<i>ARTICLE 8: LAYOFF AND SEVERANCE PAY.....</i>	<i>5</i>
ARTICLE 9: VACATIONS.....	5
ARTICLE 10: GENERAL HOLIDAY PAY.....	7
ARTICLE 11: WAGES .....	7
ARTICLE 12: TRANSPORTATION AND ACCOMMODATION .....	8
ARTICLE 13: WELFARE, TRAVEL ACCIDENT, AND PENSION PLAN.....	9
ARTICLE 14: CREWS AND TRIPS .....	10
ARTICLE 15: HOURS OF WORK.....	10
ARTICLE 16: MAINTENANCE AND REPAIRS .....	11
ARTICLE 17: GENERAL PROVISIONS .....	11
SCHEDULE "A": CLASSIFICATIONS AND WAGES .....	13
LETTER OF UNDERSTANDING #1 .....	14
LETTER OF UNDERSTANDING #2.....	15
LETTER OF UNDERSTANDING #3.....	16
LETTER OF UNDERSTANDING #4.....	17

AGREEMENT BETWEEN:

UNION TUG AND BARGE LTD.

(hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

(hereinafter called the "Union")

PARTY OF THE SECOND PART

WITNESSETH: that the parties hereto agree as follows:

#### **ARTICLE 1: OBJECTS**

1.01 The purpose of this Agreement is to secure for the Company, the Union and the employees, the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

#### **ARTICLE 2: DURATION**

2.01 This Agreement shall be dated May 1, **2004** and shall be in full force and effect up to and including April 30, **2007**. The Agreement shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within three (3) months immediately preceding the date April 30, **2007** 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 termination or a renewal or revision of the Collective Agreement or a new Collective Agreement.

2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union goes on strike, or the Company locks out its employees, or the parties conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

### **ARTICLE 3: DEFINITION OF EMPLOYEE**

- 3.01 In this Agreement "employee" means a person who is employed by the Company as a Log Barge Loader or as an Assistant Head Loader aboard the Barge "Swiftsure Prince".

### **ARTICLE 4: BARGAINING AGENCY AND HIRING**

- 4.01 The Company recognizes the Union as the sole collective bargaining agent for each employee as that term is defined in Article 3 of this Agreement.
- 4.02 This Agreement shall be binding on the Company and the Union and on each employee.
- 4.03 Where the Company's business or a part thereof is sold, leased or transferred and such sale, lease or transfer affects any employee covered by this Agreement, then this Agreement shall be binding on any such purchaser, lessee, or transferee to the same extent as if it had been signed by him.
- 4.04 Each employee covered by this Agreement shall as a condition of employment and/or continued employment be and remain a Union member in good standing for the duration of this Agreement. Should an employee at any time cease to be a member in good standing of the Union, the Company shall upon written notification from the Union discharge such employees forthwith.
- 4.05 Each employee shall sign the proper authorization form which authorizes the Company to deduct dues, initiation fees and assessments from the employee's pay.
- 4.06 The Company shall deduct from each employee, an amount equal to the monthly Union dues. All dues, fees and assessments so deducted shall be remitted to the Union not later than the fifteenth (15th) day of the month following together with a list showing the amount deducted for each employee.
- 4.07 When the Company requires additional employees it shall contact laid-off employees, if any, who still retain their seniority rights under Article 7 of this Agreement, if there are no laid-off employees, or if none of them are available, then the Company shall inform the Union Dispatch Office at Burnaby of its new employee requirements.
- 4.08 The Union shall have at least forty-eight (48) hours' notice between Monday 8:00 a.m. and Friday, 5:00 p.m. to complete the dispatch.
- 4.09 When competent log barge operators or assistant head loaders are not available in the Dispatch Office of the Union at Burnaby, the Company may obtain operators elsewhere. Employees hired elsewhere shall have thirty (30) days in which to make application for membership in the Union or be replaced.
- 4.10 When employees are being hired, the Company shall be the sole judge of the employees' ability or qualifications as log barge operators or assistant head loaders.

"There shall be a trial period of up to one hundred and eighty (180) days."

## **ARTICLE 5: EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- 5.01 There shall be no strike, lockout or stoppage at work while the provisions of this Agreement are in effect.
- 5.02 The Company shall only discharge an employee for proper causes. If an employee on the seniority list feels that he has been improperly discharged, he shall have the right of Grievance under the terms of this Agreement.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

- 6.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:
- (a) The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Company within thirty (30) calendar days.
  - (b) Should a solution not be reached by step (a), then a Business Representative of the Union, accompanied by the employee if the employee or Business Representative so wish, shall discuss the matter with the Company within thirty (30) days of the completion of step (a). If solution is reached, this shall be final.
- 6.02 Should a solution not be reached within seven (7) days of the completion of step (b), or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows:
- (a) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
  - (b) The party receiving the notice shall within five (5) days appoint a member for the Board and notify the other party of its appointment.
  - (c) The Company shall only discharge an employee for proper cause. If an employee on the seniority list feels that he has been improperly discharged, he shall have the right of Grievance under the terms of this Agreement.
  - (d) The two (2) Arbitrators, so appointed, shall confer to select a third person to be chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either or them may apply to the Honourable, the Minister of Labour of Canada to appoint such third member.

Where the Company and the Union agree, a single Arbitrator can be appointed instead of a three (3) person Board to act as the Arbitration Board.

- 6.03 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the chairman, provided the parties may extend the time by agreement in writing.

- (a) The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
  - (b) The Arbitration Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall implement it forthwith.
  - (c) The expenses and remuneration of the chairman shall be paid by the parties in equal shares.
  - (d) Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.
- 6.04 Any discharged employee may, within seventy-two (72) hours of his discharge, in writing, require the Company to give him the reasons for his discharge, and the Company will give such reasons to him in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of such an employee, only the reasons so set forth in writing shall constitute cause.

#### **ARTICLE 7: SENIORITY**

7.01 The Company shall at least once every year, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting. No employee shall be placed on the seniority list until he has been employed for one hundred and eighty (180) calendar days at which time his date of employment shall be backdated for seniority list purposes.

The seniority list will be in accordance with Company seniority. "Any employee who wishes to dispute the correctness of the seniority list shall do so not later than sixty (60) days from the date of posting. Otherwise the list shall be deemed correct."

- 7.02 An employee who accepts an appointment as head loader or shore position with the Company for a period of up to three (3) years, shall accumulate seniority for three (3) years and then his seniority shall remain dormant until such time that he returns as an employee of this bargaining unit.
- 7.03 A laid off employee shall retain his seniority and recall rights with the Company for twenty-four (24) months after the date of layoff.
- 7.04 When vacancies occur, the Company shall re-hire laid-off employees according to their seniority and the principle of last man off, first man on, shall prevail.
- 7.05 If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's service with the Company by reason of such layoff.
- 7.06 When a permanent vacancy occurs in the bargaining unit, it shall be posted and eligible employees will be given twenty-one (21) days in which to apply. The Company may temporarily assign an employee to fill the vacancy. Final selections shall be made within

thirty (30) days of posting, on the basis of ability, qualifications, and seniority. Abilities and qualifications being equal, seniority shall apply.

#### **ARTICLE 8: LAYOFF AND SEVERANCE PAY**

8.01 Layoff Pay: An employee shall be given two (2) weeks' notice of layoff or two (2) weeks' pay in lieu of notice.

**8.02 *An employee with a minimum of one (1) year's service with the Company, who is laid off, shall be paid two (2) weeks' layoff pay two (2) weeks from the date of layoff. If the period of layoff is less than two (2) weeks, the employee shall be considered still on the payroll of the Company.***

8.03 Severance Pay: In the event of amalgamation, sale or loss of any of the log barges referred to in this Agreement, automation or technological change causing an employee permanent loss of employment with the Company and such employee has a minimum of two (2) years' service he shall be entitled to severance pay as follows:

(a) During the first four (4) years of service - four (4) weeks' pay.

(b) During the fifth (5) and succeeding years of service - one (1) additional weeks' pay to a maximum of twenty-six (26) weeks.

Severance pay shall be based on the employee's regular rate of pay at the date of his severance. Actual time worked to be accumulated when calculating severance pay.

**Note: Articles 7 and 8 shall not apply to *an employee who is discharged* for cause or *who voluntarily* quits.**

#### **ARTICLE 9: VACATIONS**

9.01 The Company shall give each employee an annual holiday which will be allocated on the basis of seniority and based on the following entitlements:

(a) An employee shall receive a two (2) week vacation upon completing a term of one (1) year's service as an employee and upon the completion of each year of service thereafter shall receive a two (2) week vacation. He shall receive as vacation pay for each vacation period four percent (4%) of his gross earnings for the work year immediately preceding the vacation period.

(b) An employee shall receive a three (3) week vacation upon completing a term of three (3) years' service as an employee, and upon the completion of each year of service thereafter shall receive a three (3) week vacation. He shall receive as vacation pay for each vacation period six percent (6%) of his gross earnings for the work year immediately preceding the vacation period.

(c) An employee shall receive a four (4) week vacation upon completing a term of seven (7) years' service as an employee and upon the completion of each year of service thereafter shall receive a four (4) week vacation. He shall receive as vacation pay for each vacation period eight percent (8%) of his gross earnings for the work year immediately preceding the vacation period.

- (d) An employee shall receive a five (5) week vacation upon completing a term of fourteen (14) years' service as an employee, and upon the completion of each year of service thereafter shall receive a five (5) week vacation. He shall receive as vacation pay for each vacation period ten percent (10%) of his gross earnings for the work year immediately preceding the vacation period.
- (e) An employee shall receive a six (6) week vacation upon completing a term of twenty (20) years' service as an employee, and upon the completion of each year's service thereafter shall receive a six (6) week vacation. He shall receive as vacation pay for each vacation period, twelve percent (12%) of his gross earnings for the work year immediately preceding the vacation period.
- (f) With respect to time off for vacations, two (2) weeks of vacation time off shall be given between June 15th and September 15th for everyone if possible. If it is not possible, preference for summer vacation shall be subject to seniority - the employees to work out their own schedules. This summer vacation time to be in addition to time off.
- (g) In the event an employee who is entitled to a two (2), three (3), four (4), five (5), or six (6) week annual vacation permanently leaves the employ of the Company he shall receive vacation pay at the appropriate percentage according to his years of service on earnings from December 31 of the previous year to the date of termination minus any vacation pay already paid during the current year.
- (h) In the event an employee permanently leaves the employ of the Company before he is entitled to two (2) weeks' vacation, he shall receive as vacation pay four percent (4%) of the gross earnings he received while in the employ of the Company.

The entitlements of an employee under this section shall at no time be less beneficial than those he would be entitled to under the provisions of any government legislation or any order or regulations made thereunder.

- 9.02 Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, the total of the employee's gross earnings for the year of service for which he is receiving his vacation and how the vacation pay is calculated, i.e., on a percentage or weekly basis. An employee shall be paid all vacation pay in one payment at least one (1) day before the beginning of the annual vacation.
- 9.03 An employee's scheduled vacation period shall not be changed by the Company or the employee within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned except for circumstances that could not have reasonably been foreseen such as sickness, accident, or self termination by an employee.
- 9.04 Each employee shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement.

- 9.05 The Company will post vacation schedules not later than March 31st in any given year; and further that employees are required to indicate their preference of vacation period no later than April 30th of the same year.
- 9.06 The Company by April 30th of any year can declare a period of vacation for crew(s) during the months of July, August and September coincident with a barge shutdown of up to four weeks. Such time (maximum two [2] weeks) shall be deemed vacation in satisfaction of entitlement under this Article. If the Company fails to make this declaration, vacations will be scheduled as outlined in 2 (d).

**ARTICLE 10: GENERAL HOLIDAY PAY**

10.01 The General Holidays referred to in this Article are as follows:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Easter Monday	British Columbia Day (1st Monday in August)	

Plus any other legal holiday introduced by the Government of Canada.

- 10.02 For each General Holiday above, every employee shall be entitled to a normal day's pay for each such holiday to be paid on the next regular pay period.
- 10.03 Except in cases of emergency or due to circumstances clearly beyond the control of the Company, employees shall not be required to work on the three (3) day period consisting of December 24th, 25th and 26th.
- 10.04 Where due to the exceptions noted above employees are required to work all or any part of this three (3) day period they shall not be required to work during the three (3) day period consisting of December 31st, January 1st and 2nd.

**ARTICLE 11: WAGES**

- 11.01 The Company shall remunerate an employee at the wage rate applicable to the job classifications that such an employee is employed in. The job classifications and applicable wage rates shall be those agreed upon and set out in Schedule "A" attached hereto and forming part of this Agreement.
- 11.02 In addition to the basic, one per month pay periods, a mid-month advance will be available to all employees if they so desire.
- 11.03 The Company will issue to each employee a separate or detachable itemized statement with each monthly pay showing the amount of base pay owing. The statement shall also show the total wages for the pay period and the total deductions therefrom.
- 11.04 Time sheets to be turned in at the end of the month, and premium pay will be paid on the following month's cheque.

## ARTICLE 12: TRANSPORTATION AND ACCOMMODATION

- 12.01 The Company shall provide and assume all costs of, the transportation of employees from their home port to work locations and return. Where a motor vehicle is required, the Company will arrange for one.
- 12.02 When an employee is performing his normal duties, either working, travelling or laying over, in connection with a log barge, the Company shall provide such an employee with accommodation and all meals at no cost to such an employee. If there is an attending tug present at a work location then such accommodation and meals shall be provided aboard it and if there is no attending tug present at a work location then such accommodation and meals shall be provided at a logging camp or other suitable place.
- 12.03 The Company shall provide, whenever possible, single-man rooms for all employees.
- 12.04 When working on an International basis, meal allowances will be provided to employees in American currency, when applicable.
- 12.05 *Each employee shall receive an allowance of fifteen hundred dollars (\$1,500.00) once per contract year, for out of pocket expenses, to be paid on date of ratification and on January 1, 2006.***
- 12.06 Air Transportation: When required to travel by air, only reputable airlines or air charter companies will be used. When travelling from airport to airport, Vancouver to Port Hardy, Vancouver to Sandspit, etc., the aircraft will have the following minimum standards:
- (a) Twin engine, turboprop, pressurized, IFT equipped. The aircraft must be certified to a service ceiling of 25,000 feet. It must be capable of maintaining this altitude with a flight crew of two, five passengers and their luggage and sufficient fuel on board to meet Transport Canada requirements and IFR reserves. The cabin pressurization system must be able to maintain a minimum cabin pressure equivalent altitude of 10,000 feet and cabin heaters must be able to maintain a minimum of 20 degrees C cabin temperature at altitudes up to and including 25,000 feet for the duration of the flight. If requested by the loading crew, the flight crew must be willing and able to demonstrate these capabilities at the time of request. If the aircraft is a Beechcraft King Air 200, it shall be equipped with a spar strap or alternatively be inspected in accordance with Transport Canada regulations. On trips exceeding 200 Kts miles the aircraft will, if practical, be equipped with reclining seats for all passengers.
  - (b) The flight crew will consist of two pilots, with the following minimum qualifications. The captain will be Commercial Pilots Licensed certified with 1500 hr. TT, 1000 hr. multi, 500 hr. IFR, and 50 hr. on type. The FO will be CPL certified multi IFR certified with 15 hrs. minimum on type.
  - (c) When travelling between airport and loading or unloading sites, and it is impossible to use aircraft and crew with the above specifications, local twin or single engine, float or wheel equipped, fixed or rotary wing aircraft may be used. Any employee(s) safety concerns will be dealt with in accordance with Section 128 of the Canada Labour Code.

- (d) Employer agrees that upon request from the Union, it will instruct the Carrier to supply the following information confirming it meets the above criteria of being a reputable carrier:
- i. Air Operator Certificate
  - ii. Canadian Transportation Agency License
  - iii. Certificate of Insurance
  - iv. Aircraft's Certification of Airworthiness
  - v. Registration with WCB

### **ARTICLE 13: WELFARE, TRAVEL ACCIDENT INSURANCE, AND PENSION PLAN**

13.01 The Company shall provide ***Welfare Plan, Travel Insurance and Pension Plan coverage to its employees as follows.***

13.02 Welfare Plan: The ***Great West Life (Policy # 136384 and 55216)*** Benefit Plan coverage in force as of ***January 1, 2004 shall remain in effect*** for the duration of this ***Collective*** Agreement.

***The Plan shall provide:***

- B.C. Medical
- Life Insurance
- Accidental Death & Dismemberment
- Short Term Disability
- Long Term Disability
- Dental
- Extended Health Benefits

13.03 Employees who are laid off shall have the option of maintaining benefit coverage as outlined in the Plan for a period of two (2) months commencing the first of the month following the date of layoff with the cost shared equally (50/50) between the Company and the employee.

13.04 Travel Accident Insurance: The Company will carry and pay for \$225,000.00 travel insurance for each employee. Such coverage shall be for:

- (a) public and private transportation
- (b) portal to portal transportation

NOTE: Any rebate of UIC Premiums shall be applied to offset the Company's cost of Welfare Plan improvements.

13.05 Copy of the plan and policy shall be given to each employee and form part of this Collective Agreement.

- 13.06 Pension Plan: The Company shall contribute monthly to the Operating Engineers' Pension Plan eight and one-half percent (8 1/2%) of **each employee's** basic monthly **wage** rate.

***For compliance purposes and administration of the Pension Plan, the Union reserves the right to convert monthly contributions to hourly contributions.***

#### **ARTICLE 14: CREWS AND TRIPS**

- 14.01 The Company shall set up employee units and each such unit shall be termed a crew. Each crew shall remain intact except for those employees designated as relief or spare employees.
- 14.02 Each crew shall be assigned to a specific self-loading log barge and kept intact except during vacations, barge damage, barge tie-up, illness or layoffs of barge crews.
- 14.03 On each barge loading, there shall be a minimum of three (3) employees including the Head Loader on bundled loads and a minimum of four (4) employees including the Head Loader on loose loads. Where the Head Loader is on a week off or on vacation, the Assistant Head Loader will assume the Head Loader's duties.
- 14.04 Each regular employee is required to work on the basis of a cycle. It is agreed that the basic working cycle shall be three (3) weeks on the one (1) week free and clear of duty, subject to a quarterly review of the balance between employee hours worked. If an imbalance of twenty-five percent (25%) between any two (2) employees' hours occur which is not related to illness or injury, the Company and crew agree to discuss ways of modifying the work schedule until such time as the imbalance is corrected.
- 14.05 Relief operators will work a three (3) week on and one (1) week free and clear schedule on an averaging basis. That is they can be scheduled for more than three (3) consecutive weeks but in a year cannot be scheduled for more than thirty-nine (39) weeks less vacation time. Relief operators shall be given advance notice (where possible) of shift schedule in order to make personal plans. Relief operators shall have the right to schedule time off in July and August with the rest of the crew, subject to seniority.

#### **ARTICLE 15: HOURS OF WORK**

- 15.01 The Company shall keep a daily record of the number of hours an employee works, travels or lays over.
- Each employee shall keep a monthly record of hours and submit same to the Company by the tenth (10th) of the following month. If the employee fails to submit the record of hours as specified above, he shall forfeit his claim for the excess hours referred to in Article 14, Section (4) for that two (2) month period.
- 15.02 Travel: If an employee travels for more than twelve (12) hours in a calendar day he shall be credited with the actual hours travelled (authorized by the Company). If an employee travels less than twelve (12) hours in a calendar day he shall be credited for his actual hours of travel and/or standby to a maximum of twelve (12) hours in that calendar day.

- 15.03 If an employee is on extended lay-over for a calendar day he shall be credited with eighteen (18) hours for that calendar day for purposes of calculating monthly hours in 4. below.
- 15.04 Monthly hours shall be calculated on a two (2) month basis, and any hours in excess of three hundred and twenty-two (322) in a two (2) month period shall be paid time and one-half the hourly rate of pay.
- 15.05 Annual vacation hours (Article 8) and General Holiday hours (Article 9) shall be credited at eight (8) hours per calendar day as required by the Canada Labour Standards Code, shall be credited as hours worked, and form part of an employees worked time as outlined in 4. above.
- 15.06 An employee called in on his time off to load a barge shall be paid one thousand eight hundred dollars (\$1,800.00) for the trip.
- 15.07 Employees have the option of contributing overtime worked into the Pension Plan, an RRSP Plan or taken in cash.

#### **ARTICLE 16: MAINTENANCE AND REPAIRS**

- 16.01 All regular hours worked on in-town maintenance and repair will be counted as hours worked under Article 15 and will be paid in accordance with Article 15.
- 16.02 The Company will credit employees with the hours travelling from Courtenay to New Westminster and return when they are called to work on in-town maintenance. Westerley Hotel (Courtenay) to be marshalling point.
- 16.03 When working on in-town maintenance a normal work day will be eight (8) hours. If employees wish to work more than eight (8) hours in a day to shorten the number of days they are required to be in New Westminster, the hours over eight (8) in a day shall be credited at straight time for purposes of Article 15, Section 15.04. If the Company requires employees on in town maintenance to work more than eight (8) hours in a day, the hours over eight (8) hours shall be paid at time and one-half and shall be credited at straight time for purposes of Article 15, Section 15.04.
- 16.04 An employee shall have a minimum of eight (8) hours' rest period between completing in-town maintenance/repairs and proceeding to load a barge.
- 16.05 It is agreed that the rest period shall be taken at home or in a motel.

#### **ARTICLE 17: GENERAL PROVISIONS**

- 17.01 The Union may select or appoint a Shop Steward to represent the employees and the Union shall notify the Company as to the name of such Shop Steward. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- 17.02 Tools for the repair and maintenance will be provided by the Company. These tools will remain the property of the Company. The crane operators will act in a responsible manner in the care and keeping of the tools. Tools may be charged to the employee if not returned.

17.03 The Company shall supply gloves and hard hats complete with suspensions at no cost to the employee. The Company will also supply and maintain coveralls at no cost to the employee. Employees will be reimbursed for the purchase price of work boots or rain clothes, to a maximum of **one hundred and twenty-five dollars (\$125.00)** per year.

***Effective May 1, 2006, this amount shall be increased to one hundred and thirty dollars (\$130.00).***

17.04 The Company shall supply one (1) floatation jacket to each employee once every two (2) years at no cost to the employee.

17.05 Business Representatives shall have access during luncheon period to the place of employment of the employees covered by this Agreement in the carrying out of their regular duties, provided they check with the office before so doing.

17.06 Every effort will be made to notify the employees of calls to work to eliminate having to standby at home for indefinite periods.

17.07 Nothing herein contained shall preclude higher wages being paid to employees of special ability.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2005**.

UNION TUG AND BARGE LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SCHEDULE "A": CLASSIFICATIONS AND WAGES

	<u>May 1, 2004</u>	<u>May 1, 2005</u>	<u>May 1, 2006</u>
Loader	\$6,929	\$7,137	\$7,351
Assistant Head Loader	\$7,262	\$7,478	\$7,700

Probationary Loader rate of 65% of Loader rate subject to a Letter of Understanding regarding the probationary period.

When an employee works relieving in a higher wage position, he will be paid the higher wage during any such period, or as an alternative be paid a permanent rate higher than the rate of the relieving employee; such rate to be mutually agreeable to both parties.

For all purposes under this Agreement, an employee's base straight time hourly wage rate shall be derived by dividing his current monthly salary by one hundred and seventy-three (173).

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

UNION TUG AND BARGE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: HOME PORT

For purposes of Article 12, Transportation and Accommodation, section 1, it is understood that the Home Port for Union Tug and Barge Ltd. employees is Courtenay, B.C.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2005**.

UNION TUG AND BARGE LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

BY AND BETWEEN:

UNION TUG AND BARGE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: ARTICLE 7, SENIORITY, SECTION 7.04

The Union agrees that in the application of Article 7, Seniority, Section 7.04, that an employee who was a regular Assistant Head Loader at the time of layoff will be recalled to fill an Assistant Head Loader position before any other employee is called to fill an Assistant Head Loader position.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2005**.

UNION TUG AND BARGE LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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

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

**LETTER OF UNDERSTANDING #3**

BY AND BETWEEN:

UNION TUG AND BARGE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: ARTICLE 4, BARGAINING AGENCY, SECTION 2,  
SALE OF THE COMPANY'S BUSINESS

The parties agree that this section does not apply if a barge is sold for use on other than the B.C. Coast or if the cranes are removed from the barges.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2005.**

UNION TUG AND BARGE LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING #4**

BY AND BETWEEN:

UNION TUG AND BARGE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

This letter is to confirm that the Company will continue to employ a minimum of five (5) employees on the "Swiftsure Prince" log barge during the term of the current collective agreement.

However, if there is a reduction in the volume of work for the barge during this period, it is agreed that the Company and the Union will meet prior to any proposed changes to review and arrive at a decision beneficial to the parties concerned.

If the parties fail to reach a decision within ten (10) days then a single arbitrator shall decide the issue in question. The arbitrator shall meet with the parties and render a decision within fourteen (14) days. The arbitrator's decision shall be final and binding.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2005**.

UNION TUG AND BARGE LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

sda copeu15