

COLLECTIVE AGREEMENT

BY AND BETWEEN:

CEDA-REACTOR LTD.  
**2130 – 121 Ave. N.E.**  
**Edmonton, Alberta**  
**T8A 2A6**

(Hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115  
4333 Ledger Avenue  
Burnaby, B.C.  
V5G 3T3

(Hereinafter referred to as the "Union")

This Agreement shall be known as the "CEDA **Hydraulic Dredging** Agreement"

TERM OF AGREEMENT

MAY 1, **2003** to April 30, **2006**

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AGREEMENT BETWEEN:

CEDA-REACTOR LTD.

("Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

("Union")

### **CLAUSE 1: OBJECTS**

The objects of this Agreement are to stabilize the Industry, provide fair and reasonable working conditions and job security for employees in the industry, promote harmonious employment relationships between the Employer and the employees, provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement, prevent strikes and lockouts, enable the skills of both the Employer and the employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented, promote good public relations.

Words in this Agreement imparting the masculine gender shall be understood to also apply to the female gender.

### **CLAUSE 2: DURATION**

This Agreement shall be in full force and effect from and including May 1, **2003** to and including April 30, **2006**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date April 30, **2006**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Parties hereto have concluded a renewal or revision of this Agreement or a new Collective Agreement.

The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

### **CLAUSE 3: EXTENT**

1. Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in Schedule "A" hereof, on all work, including dredging and speciality work, including work in repair and maintenance yards, undertaken by the Employer, except specialized mechanical personnel, and shall be binding on the personnel, and shall be binding on the Employer and the Union and its successors and assigns.

Notwithstanding the foregoing, it is understood that the Employer shall, when doing work covered by the Heavy Construction (Standard) Agreement, Hydraulic Dredging Agreement, Steel Erection Agreement, Piledriving, Dipper, Clamshell, Dredging and Related Work Agreement, Road Building Industry (Standard) Agreement, Mainline Pipeline Agreement, Masonry Contractors Agreement, Plastering Contractors Agreement, or any other Association Agreement, do such work in accordance with the terms and conditions of the applicable Agreement.

2. Sub-Contractors and Owner Operators:

The terms of this Agreement shall apply to all sub-contractors or sub-contracts let by the Employer. The Employer agrees to engage only those sub-contractors having an Agreement with the signatory Union, prior to commencing work excluding existing contracts signed prior to the signing of this Agreement.

The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of the Agreement on the sub-contractor.

Where an owner-operator performs work for which he has been hired or which he has sub-contracted, he shall, prior to commencing such work, obtain a clearance from the Union within whose jurisdiction the work is to be performed. He shall abide by all the provisions of this Agreement, and shall, when he works beyond five (5) working days, be accorded all the rights, benefits and privileges of this Agreement.

When he works beyond five (5) working days, he shall thereafter become an employee and be paid wages in accordance with the hours of work and wage rates of this Agreement. (Such payment shall NOT include time spent in the repair, servicing or maintaining of his own equipment.)

Payment of wages shall be made separate to any other payments to which, for any reason, he is or may become entitled.

Equipment referred to in Schedule "A" of this Agreement used by the Employer, whether owned by the Employer, rented, or otherwise, shall be operated by a member of the Union and the Employer shall not use either directly or indirectly any such equipment which is operated by a person that is not a member of the Union.

It is agreed that the intent of this Clause is to ensure the observance of its provisions for ALL persons performing work covered by this Agreement.

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, or depriving any employee of employment.

**CLAUSE 4: WAGES**

1. Hourly Wage Rates:

The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Schedule "A" hereunto annexed in respect of the various classifications therein

contained. Schedule "A" shall be deemed to be contained in, and form a part of this Agreement.

2. **Benefits and Pension Plan:**

The Employer shall make contributions for Health, Welfare and Pension Plans in such amounts and under such conditions as set forth in this Agreement, and shall be paid on hours paid.

Payments of all contributions shall be made by cheque to the Union Plan, namely the Operating Engineers' **Benefits** and Pension Plans.

These monies shall be forwarded, to the respective Plan, once each month. Such payment shall be made not later than the fifteenth (15th) day of the month following the month in which the monies are paid, and attached to the appropriate forms supplied by the Plans.

Business Representatives of the Union may inspect during regular business hours, the Employer's record of time worked by employees and contributions made to the Plans.

The Union auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Plans, and shall be allowed the time necessary to complete the audit.

3. **Annual Vacation and General Holiday Pay:**

(a) Vacation and General Holiday pay shall be accrued at the rate of twelve percent (12%) of gross earnings (six percent [6%] for annual vacation and six percent [6%] for General Holidays), and shall be paid to the employee on each regular payday.

(b) In addition, each employee is entitled to a minimum vacation period of three (3) weeks each year. The vacation period will be arranged by mutual agreement between the employees and the employer.

(c) When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the Monday prior to such General Holiday and the actual day of such holiday shall be worked and paid for as a normal work day. Work performed on the day upon which it has been agreed that the holiday will be observed shall be paid for at double (2x) time rates.

The recognized holidays are: New Year's Day, third (3rd) Monday in February (Heritage Day) Good Friday, Empire Day, Dominion Day (Canada Day), first (1st) Monday in August (British Columbia Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day declared a public holiday by the Federal or Provincial Government. All work performed on General Holidays shall be paid for at double (2x) time rates.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed.

When Christmas and Boxing Days fall on Saturday and Sunday the following Monday and Tuesday will be observed.

4. Payment of Wages and Subsistence Allowances:

The Employer shall at least every second (2nd) Friday, pay to each employee covered by this Agreement all wages earned by the employee to a day not more than five (5) working days prior to the date of payment. provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.

The employee shall have the option to have wages deposited directly to his Bank or Credit Union account.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming it shall not be considered a violation of this Agreement for the employees to cease work until payment of wages or other arrangements are made.

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than the second (2nd) business day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by the employee. A cheque mailed to the last known address of the employee or direct deposit to the employee's bank account, within the time limits provided for above, shall constitute compliance with this provision.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer, and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made.

The Employer will provide a separate or detachable itemized statement with each pay, showing the number of hours at straight time rates and at overtime rates, the wage rate and total deductions from the amount earned.

Exchange charges will be added to the cheque, if not payable at par.

5. New Classifications:

As and when new types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedule, the Employer shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude negotiations within thirty (30) days but in any event, the rate established shall be retroactive to the day notice in writing is given by either party to commence negotiations, or to the first (1st) day of work, whichever is the sooner.

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Clause 17: Grievance Procedure. However, the rate shall not be lower than those found in Schedule "A" .

Where an employee works in a higher hourly wage classification for more than four (4) hours he shall be paid the higher rate for a minimum of eight (8) hours.

## CLAUSE 5: HOURS OF WORK

### 1. Regular Hours for Dredging Operations:

Eight (8) hours shall constitute a day's work excluding one-half (1/2) hour for lunch between the hours of 7:00 a.m. and 3:30 p.m., five (5) days shall constitute a week's work, i.e. Monday, 7:00 a.m. to Friday, 3:30 p.m. The start of the work week shall be Monday, 7:00 a.m. to Friday, 3:30 p.m.

### 2. Regular Hours for all Other Work:

Eight (8) consecutive hours shall constitute the day shift excluding one-half (1/2) hour for lunch between the hours of 12:01 a.m. and 11:59 p.m., Monday to Friday. Five (5) days shall constitute a week's work.

i.e. Day Shift - Monday 12:01 a.m. to Friday 11:59 p.m.

The start of the work week shall be Monday 12:01 a.m.

It must be agreed between the Employer and the employees to vary the starting times. Customer requirements shall be a consideration in these decisions.

Note: If a shift is to be worked other than referred to above, a prejob shall be held to establish such shift or shifts.

### 3. All hours worked beyond eight (8) hours, or the accepted variations therefrom, shall be considered overtime, until a break of eight (8) hours occurs, and shall be paid for at time and one-half (1-1/2) up to ten (10) hours, double time (2x) after ten (10) hours - Monday to Saturday.

#### Call-Out Time:

- (a) Where an employee is called out for work and no work is performed, he shall be paid four (4) hours
  - (i) on regular shifts at straight time;
  - (ii) on Saturdays, Sundays and general Holidays at the prevailing overtime rates;
- (b) Where an employee is called out for work at any time, and work is performed, he shall be paid a minimum of:
  - (i) on regular shifts, four (4) hours at straight time;
  - (ii) on overtime days, four (4) hours at the prevailing overtime rates;
  - (iii) after the regular shift, employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rates;

provided however, that the workman has reported to the jobsite in person, in a competent condition to carry out his duties, and providing adequate notice has not been given not to report to work. Adequate notice shall be construed as follows:

Where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or prearranged radio broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

Each employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfil the obligations of the above paragraph by contacting that telephone number.

The Employer shall pay to every employee covered by this Agreement, who works in excess of four (4) hours, and less than eight (8) hours in any one shift, at least eight (8) hours for each such shift, provided the employee is available for work except where the work is suspended by the Owner's Engineer, then only actual hours worked shall be paid for.

If the employee works more than four (4) hours on a Saturday, Sunday, or General Holiday, then only the actual hours worked shall be paid for, at the prevailing overtime rate.

#### On Call Time

- (a) In the event that the Employer requests that an employee have a pager, and the employee agrees, the pager shall be provided at no cost.
- (b) The Employer shall advise employees as to when they are required to be on call. It is understood that employees will not be on call during their vacation time.
- (c) The Employer shall, whenever possible, provide eight (8) hours notice of when an employee is required to report for on call work.

#### 4. Shift differential

For scheduled shutdown work, the Employer shall pay employees who work on an afternoon or graveyard shift, an additional fifty cents (\$0.50) per hour, as a shift differential. This rate shall not accrue overtime premium.

### **CLAUSE 6: TRANSPORTATION**

#### 1. Upon Hiring and Termination:

- (a) When upon commencing employment on a job, employees are required to travel to the job, they shall receive from the Employer the cost of transportation from point of hire, meals and a sleeper if night travel is necessary. Airline tickets to be economy.
- (b) If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.



- (c) If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation shall be paid by the Employer.
- (d) If an employee quits or is discharged when having been on the job forty-five (45) calendar days, return transportation shall be paid by the Employer.
- (e) Hours paid for hours travelled, subject to the same conditions as govern transportation. Where time required to travel is less than eight (8) hours, the employee may be required to work for the unexpired time up to eight (8) hours. All travel time shall be paid at straight time.
- (f) When an Operating Engineer is required to provide mechanic's tools, the cost of transporting all such tools to and from the job shall be borne by the Employer, subject to the same provisions as govern transportation.

When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping mechanic's tools.

Tools shall be shipped within forty-eight (48) hours excluding weekends and holidays of his leaving his employment subject to the same conditions as govern transportation.

Where the Employer fails to comply with the above, unless proper reasons for the delay are forthcoming, the employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions of this Agreement until there is compliance with these provisions.

- (g) If the Employer fails to provide work after one (1) shift and requires an employee to stand by, the Employer shall pay the employee a minimum of eight (8) hours' pay for each shift of stand-by thereafter.
- (h) On jobs inaccessible to public transportation, the Employer agrees to supply or arrange for suitable transportation.
- (i) On jobs where travelling provisions are not otherwise provided for in this Agreement, they will be discussed and decided at the pre-job discussions between the Employer and the Union.
- (j) On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job. Airline tickets to be economy.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless he actually returns to his place of departure. Living-out allowance shall not be paid during leave periods.

(Refer to Letter of Interpretation/Agreement - Periodic Leave - Turnaround).

2. Local Travel:

Employees shall report in time to reach the workplace at the regular starting time of their designated shifts.

Regardless of whether the Employer provides transportation, all travel time shall be paid, and at straight time rates only.

All transportation and associated costs shall be paid by the Employer, be considered as travel time, and be paid at straight time rates.

**CLAUSE 7: OUT-OF-TOWN ACCOMMODATION**

On out-of-town jobs where camps are provided, room and board shall be supplied at no cost to the employee.

Camp accommodations when supplied, shall meet all the standards and requirements of the British Columbia and Yukon Territory Building Trades Council Camp Rules, as submitted to the Employer Association.

In areas where no camps are provided, the Employer shall provide to employees, free room on a two (2) per room accommodation basis, and thirty-five (\$35.00) dollars per calendar day to cover food.

Wherever possible, the two (2) employees will be on opposite shifts.

In the event of a remote location, arrangements shall be made with the Union prior to the job starting, to establish a per diem rate to cover food.

In the event that the work lasts longer than twenty-one (21) shifts, free room on a single employee accommodation basis, where possible, shall apply.

Men dispatched to jobs before jobs are ready, will be paid eight (8) hours at the regular rate until the job starts, or have their return transportation and travel time paid.

Employees residing in camps or Employer-supplied accommodation may on any weekend vacate or check-out of such accommodation and the Employer shall pay him twelve dollars (\$12.00) per day check-out where accommodation is provided in camps and fifteen dollars (\$15.00) per day where accommodation is provided for those living in motels-hotels.

To qualify the employee must work the scheduled shift prior to the weekend and/or General Holiday and the scheduled shift after the weekend and/or General Holiday unless arrangements to the contrary are agreed upon between the employee and the Employer.

**CLAUSE 8: HIRING**

1. The parties acknowledge that dredging remains work exclusively performed by members of the Operating Engineers Union, Local 115.

2. The parties acknowledge that [REDACTED] are grandfathered under this Agreement, and must remain members of the Operating Engineers Union, Local 115 to be employed by the Employer ***under this Agreement***.
3. However, in the event that the Union cannot supply available members, the Employer may obtain employees elsewhere, it being understood that the employees so hired shall meet Local 115's qualifications. Employees so hired shall become and remain members in good standing of Local 115 within fourteen (14) days of their commencing employment, or be replaced by a Local 115 member when available.

The Employer shall also deduct the initiation or dispatch fee, and applicable dues, from the employees and remit to Local 115 forthwith. Local 115 will advise as to the said amount.

4. The parties acknowledge that there are two (2) types of work, known as scheduled work, and on call work. Regarding on call work, members shall be hired on a rotating call basis. The Employer shall establish and administer an on call list, which shall apply to weekend work.

#### **CLAUSE 9: WORKING CONDITIONS**

1. Lunch periods shall be at mid-shift.
2. Two breaks of ten (10) minutes each shall be taken in a work shift. Time of the first work break shall be at one-quarter (1/4) of the scheduled shift or as near that period as possible; the second work break shall be at three-quarters (3/4) of the scheduled shift or as near that period as possible.
3. Each workplace shall be equipped with adequate lunch room facilities when possible, and a proper dryroom and locker room for the crew to dry and keep their clothes, or similar facilities otherwise provided. Adequate lunch room facilities with a proper dryroom and locker room shall also be provided on the shore side when possible.

The Employer shall provide lunchroom facilities complete with heat and light, separate from any tool and storage facilities.

4. Employees shall be entitled to a meal after ten (10) hours worked and every four (4) hours worked thereafter. If more than one (1) meal occurs in the period worked by the employee and the work is expected to continue, the Employer, where possible, shall provide the extra meal at no expense to the employee. The employee shall be considered working during the time spent consuming the meal.

Where mutually agreed between the employee and Employer, fifteen dollars (\$15.00) non taxable (added to net pay) may be paid in lieu of each meal.

5. On dredging projects all employees shall be paid straight time for the designated lunch period and shall be given reasonable time to consume their lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

The above is to ensure the continuous operation of the project.

6. (a) The Employer shall supply and replace protective clothing, essential to the protection of employees and their regular work clothes from circumstances such as caustic chemicals, oil spills etc. (i.e. slickers, gloves, hipboots, coveralls, welders leather gloves, vests or leather jackets), at no cost to the employees.

The employees shall return the above items for replacement, or contact their immediate supervisor to advise of the need for replacement.

- (b) The Employer shall supply and replace rubber boots, that are insulated, oil and acid resistant, steel toed and steel shanked, to employees, at no cost to the employees.

The employees shall return the boots for replacement, or contact their immediate supervisor to advise of the need for replacement.

- (c) The Employer shall ensure that four (4) sets of coveralls are available, per employee.

The employees shall return the coveralls for replacement, or contact their immediate supervisor to advise of the need for replacement.

The Employer shall have coveralls laundered, at no cost to the employees.\

7. The Employer will provide a termination slip within three (3) calendar days, if requested by the Union or the employee, which shall state the reason for the employee's termination, and whether or not he is eligible for rehire.

8. One (1) hour's notice of termination shall be given by the Employer. This hour shall be used by the employee to gather his belongings together and to turn in any tools or goods belonging to the Employer. If such notice is not given then one (1) hour at straight time shall be paid in lieu thereof.

9. Adequate toilet facilities shall be provided by the Employer and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

10. Waterless hand cleaner will be supplied at all mechanical operations covered by this Agreement.

11. In case of fire, burglary or marine wreck (as defined by the Insurance Act) on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00). The Employer shall also provide insurance for the employees' required tools to a total of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer.

Where an employee fails to file an inventory his rights to submit a claim shall be waived.

12. Hard hats, suspensions for hard hats, welders' gloves and welders' goggles will be provided by the Employer where necessary. The employees shall return the items for replacement, or contact their immediate supervisor to advise of the need for replacement.

The Employer agrees to the replacement of glass and other reasonable repairs to welding helmets for damage occurring to the employee's helmet while in the employ of the Employer. Employees shall receive seventy-five dollars (\$75.00) per year as a Safety Boot Allowance, payable upon completion of two hundred (200) hours worked per year.

13. Leave of Absence:

- (a) The Employer shall allow time off work without pay for any employee who is serving on a Union committee.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) When an employee suffers an injury, whether on the job or not, or suffers an illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work.

When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as soon as possible to his actual starting time, so adequate replacement may be made if necessary.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer.

- (c) When an employee suffers a compensable injury, he shall be entitled to re-employment with the same contractor when he receives a clearance to return to work from his Doctor or the Workers' Compensation Board, provided the project is still in operation and there is work in his classification, or where a new project commences.
- (d) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for one (1) day. Immediate family means: wife, mother, father, brother, sister or children.
- (e) Employees on approved leave of absence shall be paid fare both to and from his point of hire.
- (f) Employees involved in an accident while on the job shall receive a minimum of eight (8) hours pay for the day of the accident.

14. It is agreed a telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately. This includes a phone inside or outside the shop.

15. The Employer shall supply all tools and equipment, necessary for the employees to perform their duties, at no cost to the employees.

The employees are responsible for the tools. The Employer shall replace broken or worn out tools. Lost tools will be replaced unless there has been a pattern of loss.

16. In the event that the Employer requests that an employee work out of the province or country, the Employer shall pay all costs, fees, licenses and permits.
17. Safety meetings on site, shall be considered part of the workshift, and so be paid time.

#### **CLAUSE 10: UNION SECURITY**

1. The Employer recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at those classified occupations listed in Schedule "A" and for such other employees as may be assigned to new classifications coming within the Union's jurisdiction.

Technicians, Supervisors, Management, Sales and Office Staff are excluded from this agreement. Technicians and Supervisors shall be defined as follows:

Technician: Those persons applying technology (usually chemistry, drafting and engineering) but not operating equipment as such.

Supervisor: Those persons directing the work, the work procedures and communicating the Employer's business with the customer but not operating equipment as such.

On each shift, a qualified Union operator must be present, excluding supervisory or management personnel.

2. It is the prerogative of the Employer to transfer and to lay off due to reduction of forces or suspension or completion of work. It is also the prerogative of the Employer to discharge an employee for just cause subject to the right of the parties, or persons bound by this Agreement, to invoke grievance proceedings herein. It shall not be the duty of the Employer to induce non-members to join the Union.
3. The Union reserves the right to render assistance to other labour organizations by removal of its members from jobs when necessary for the following reasons:

Legal picket lines or workmen being employed on the project who are not affiliated with the British Columbia and Yukon Territory Building and Construction Trades Council. Before such removal takes place, the Union will notify the Employer in writing.

#### **CLAUSE 11: JOB STEWARDS**

1. Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards in the event of a layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties.
2. The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.

Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or

foreman, however, in no way will he interfere with the employees during working hours unless permission is granted, subject to customer approval. However, no reasonable request will be refused.

#### **CLAUSE 12: ACCIDENT PREVENTION**

It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of the workman to work or to continue work in contravention of such regulations shall not be deemed to be a breach of this Agreement. The Union is to give thorough instruction to its members in all standard safety regulations.

Both the Employer and the Union shall give particular attention to the regulations of the Workers' Compensation Board respecting the setting up of a Safety Committee, such Committee shall be set up within one (1) week.

#### **CLAUSE 13: REPAIRS AND SHUTDOWNS**

When the dredge, powerscow, floating pipeline, derricks and all other marine and floating equipment is undergoing repairs, alterations, assembling and dismantling, carried out by the Employer, such work shall come under the jurisdiction of the Union. In the event of an emergency where it may be necessary to employ or use other than Operating Engineers, such employees shall come under the terms of this Agreement.

#### **CLAUSE 14: SAVINGS CLAUSE**

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any clause or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within the period of sixty (60) days to re-draft a new clause or portion thereof which shall be valid, and which shall replace the clause or portion thereof declared invalid.

If the parties do not agree on a mutually satisfactory replacement, they shall submit this dispute to the Grievance Procedure.

#### **CLAUSE 15: WORKING DUES CHECKOFF**

The Employer shall deduct fifty cents (\$0.50) per hour worked, from each employee, and remit same to the respective Union by cheque once each month. These monies shall be payable along with the Health, Welfare and Pension contributions not later than the fifteenth (15th) day of each month following the month in which the deductions were made. The monies shall be noted on the remittance forms provided by the Union Plans.

The respective Union shall notify the Employer of any increase in dues, and the Employer shall begin deducting and remitting on the next report.

## **CLAUSE 16: DELINQUENCY IN THE PAYMENT OF WAGES, CONTRIBUTIONS AND DEDUCTIVE REMITTANCES**

1. Timely payment of wages and contributions to the Trust Funds, provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:

- (a) The Union will advise the Employer in writing of any delinquency.
- (b) If within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent amount or the Employer has failed to request a meeting with the Union to provide for the payment of the delinquent amount, then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears, and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of his failure to report and pay as provided.

2. In the event of an Employer failure to pay wages or remit required amounts in conformity with this Agreement, the Union is free to take any economic action it deems necessary against the Employer, and such action shall not be considered a violation of this Agreement.

## **CLAUSE 17: GRIEVANCE PROCEDURE**

If during the life of this Agreement there should arise any grievance, dispute or other matter of controversy as to the carrying out of the terms of this Agreement, its interpretation, application, operation, violation or wrongful dismissal, then each party shall appoint within ten (10) days of notice from the other party to do so, up to three (3) persons to be members of a joint committee to examine the difficulty complained of and find a solution which shall be submitted to both parties for approval. This committee shall meet within fourteen (14) days of their appointment.

In case this method does not bring about a settlement, then within five (5) days, each party shall appoint a representative to an Arbitration Board, the two (2) appointees shall within five (5) days endeavour to agree upon a chairman. If they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a chairman. The Arbitration Board shall meet and render their decision within ten (10) days of the appointment of the chairman. The decision shall be final and binding on both parties, and may include an award of reinstatement, loss of wages, compensation or both, in case of wrongful dismissal.

It is further agreed that questions involving the interpretation or application of the Collective Agreement shall initially be discussed by the respective negotiating committees.

## **CLAUSE 18: TECHNOLOGICAL CHANGE**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the



Employer shall give at least sixty (60) days notice to the Union and shall meet and develop an Adjustment Plan in compliance with Section 54 of the British Columbia Labour Relations Code.

**CLAUSE 19: RETROACTIVE PAY**

It is agreed and understood that any applicable retroactive pay shall be paid in full within thirty (30) days from date of signing.

This shall apply to all past and present employees.

All past employees shall have their retroactive cheques mailed to them, or if returned undelivered, to the Union office for distribution. Unclaimed cheques shall be returned by the Union to the Employer ninety (90) days thereafter.

**CLAUSE 20: ENABLING CLAUSE**

When in the opinion of both parties it is deemed beneficial to the Employer and the Union members, the terms and conditions of the Collective Agreement may be modified for work coming under the "Extent Clause". Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one (1) project, for a type of work, for a specific area or for a specific period of time.

If necessary, the parties will establish workable procedures for the drafting of such Letters of Understanding.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CEDA-REACTOR LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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

## SCHEDULE "A"

### Schedule of Total Employer/Employee Contributions

	<u>May 1/03</u>	<u>May 1/04</u>	<u>May 1/05</u>
Pension Plan	2.31	2.51	2.96
Benefits Plan	1.80	1.80	1.80
Operating Engineers Advancement Fund	.10	.15	.15
Union Dues Checkoff	<u>.50</u>	<u>.50</u>	<u>.50</u>
Total	<b>\$4.71</b>	<b>\$4.96</b>	<b>\$5.41</b>

\*The Union may apportion the contributions between the **Benefits** and Pension Plans, as it deems appropriate from time to time.

### HOURLY WAGE RATES CLASSIFICATIONS

	<u>May 1/03</u>	<u>May 1/04</u>	<u>May 1/05</u>
Equipment Operator	26.00	26.50	27.00
<b>Assistant Engineer</b>	<b>19.00</b>	<b>19.50</b>	<b>20.00</b>

Foremen shall be required on all jobs and will receive one dollar and forty cents (\$1.40) per hour over the highest classification under their supervision.

Equipment Operators may be utilized as Foreman and be paid Foreman's rate.

#### Training and Experience

The Employer shall make every reasonable effort to provide, current employees within six (6) months of the signing of this Agreement, and within one (1) year of the hiring of any new employees, with opportunity to perform the required work for each classification, and inform and encourage employees to take the necessary courses. The Employer shall reimburse the employees for the cost of the course(s).

Note that the appropriate drivers license for each category is the employees responsibility.

The Employer shall provide a vehicle to employees, in order for them to take the driving courses, at the Employers discretion.

#### First Aid Man Where Designated

In the event the Employer requests that an employee take a first aid course, the Employer shall pay the cost.

## Dredging

**All dredging on public waterways will be in accordance with the terms and conditions of the Fraser River Pile and Dredge Ltd. Hydraulic Dredging Agreement May 1, 2004-April 30, 2007 as referred to in Clause 3: Extent.**

The minimum crew requirement on hydraulic or suction dredge up to and including twelve (12") inches shall be two (2) men in the following classifications: If additional employees are required, they may be helpers.

**Two (2) Equipment Operators  
Assistant Engineer \***

**\* One equipment operator may be replaced with an assistant engineer with the approval of the Union**

The crews specified in this section are understood to be the minimum crew employed on a dredge. It is recognized that considerations of safety, reasonable work load and other factors may require that a larger crew be employed and such additional employees required shall be employees covered under this Agreement.

The Employer recognizes the Union as having the jurisdiction over all routine maintenance and repairs i.e., electrical, mechanical rigging, welding, fitting, etc. and such persons who may be employed in any of these categories shall be members of the Union.

## Manning Clause:

All equipment shall be manned, in accordance with classifications as listed in Schedule "A" and in addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an employee covered by this Agreement.

## Machine and Work Assignment:

If an Operating Engineer is regularly assigned to work assignment from Monday through Friday in a given week and work is required after regular hours, or on the Saturday, Sunday and/or General Holiday of that week, such Operating Engineer will be assigned to such particular work assignment provided such Operating Engineer is available.

The foregoing shall be performed in accordance with the accepted practice within the Industry or as may be mutually agreed to between the Employer and the Union.

## First Aid Man Where Designated:

Level 3 Ticket required - fifty cents (\$0.50) above his classified rate.

Level 2 Ticket required - thirty cents (\$0.30) above his classified rate.

Level 1 Ticket required - twenty cents (\$0.20) above his classified rate.

## LETTER OF INTERPRETATION

### RE: PERIODIC LEAVE - TURNAROUND

1. The phrase "Out-of-Town Projects" contained within the various periodic leave or turnaround clauses shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hour travel, including ferry travel, to the transportation terminal nearest the employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the Employer of five (5) or seven (7) days to be arranged between the employee and the Employer subject to the same qualifiers provided in the periodic or turnaround clauses.
2. Employees qualifying for leave shall be returned to the transportation terminal nearest the employee's domicile except members from other locals or out of province employees who shall be returned to the point of dispatch within the Province of British Columbia.
3. There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.
4. The interpretation of periodic or turnaround clauses as noted above shall not be used to interpret any other clause or clauses contained within the various Building Trades Collective Agreements.