

THE HYDRAULIC DREDGING AGREEMENT

AGREEMENT BETWEEN:

FRASER RIVER PILE AND DREDGE LTD.

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 115

MAY 01, 2010 – APRIL 30, 2014

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# THE HYDRAULIC DREDGING AGREEMENT

BY AND BETWEEN:

FRASER RIVER PILE AND DREDGE LTD.

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

## ARTICLE 1: OBJECTS

The objects of this agreement are to stabilize the Construction Industry; provide fair and reasonable working conditions and job security for employees in the industry; promote harmonious employment relationships between Employers and 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 Employers and employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

For the purposes of this agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

## ARTICLE 2: DURATION

This Agreement shall be in full force and effect from and including May 01, **2010** to and including April 30, **2014**, 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, **2014**, 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 Union shall strike, or the Employer shall lockout, or the parties shall conclude 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.

## ARTICLE 3: EXTENT

### 3.01 Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in Schedule "A" hereof, on all dredging and allied work only, undertaken by the

Employer including those employed in dredge repair and maintenance yards, and shall be binding on the Employer and the Union and their respective successors and assigns.

Notwithstanding the foregoing, on that work covered by the Heavy Construction Agreement; Steel Erection Agreement; Piledriving, Dipper, Clamshell, Dredging and Related Work Agreement; Road Building Industry Standard Agreement and/or the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada, such work shall be performed under the conditions set out in the aforementioned agreements.

- 3.02 The terms of this Agreement shall apply to all owner-operators, sub-contractors or sub-contracts let by the Employer.

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

When an owner-operator is employed beyond five (5) working days, they shall be accorded all the rights, benefits and privileges of this Agreement and the Employer shall ensure that all contributions as provided for in this Agreement are made on the employees behalf.

- 3.03 Indemnity Clause:

The Employer agrees that upon request from the Union, the Employer will provide information that confirms adequate insurance coverage for employees covered by this agreement while working within the scope of their employment.

- 3.04 The Company shall give preference to equipment rental firms under Collective Agreement to the International Union of Operating Engineers, Local 115 when renting equipment providing all things being equal.

#### **ARTICLE 4: WAGES**

- 4.01 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.

- 4.02 Benefits Plan and Pension Plan:

The Employer shall make contributions for the Benefits Plan and the Pension Plan in such amounts and under such conditions as set forth in this Agreement.

Payments to the Benefits Plan and Pension Plan shall be made by cheque, payable at par at Burnaby, Province of British Columbia to the Operating Engineers' Benefits Plan and Pension Plan.

#### 4.03 Annual Vacation and General Holiday Pay:

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.

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.

When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of **Remembrance Day**, 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 time rates.

The recognized holidays are: New Year's Day, third Monday in February (Heritage Day), Good Friday, Easter Monday, Empire Day, Dominion Day (Canada Day), Friday prior to British Columbia Day, first Monday in August (British Columbia Day), Friday prior to Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day declared a public holiday by the Federal or Provincial Government. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double 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.

#### 4.04 Payment of Wages and Subsistence Allowances:

The Employer shall every week, pay the employees 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.

For employees on the second or third shift, the Employer shall pay every Thursday.

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 business day after the individual 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 within the time limits provided for above shall constitute compliance with this provision.

Whenever 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 their 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.

**4.05** Direct Deposit:

At the employee's request the employer will direct deposit all wages earned, to the employees bank account, this deposit will take place on the weekly pay day of Friday. Where the pay day falls on a statutory holiday, the employee's pay will be deposited on the Thursday.

**4.06** New Classifications:

As and when 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.

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Article 22: Technological Change.

Where an employee works in a higher hourly wage classification for four (4) hours or less, they shall be paid the higher rate for a minimum of four (4) hours; if they work more than four (4) hours they shall be paid the higher rate for a minimum of eight (8) hours.

**ARTICLE 5: HOURS OF WORK**

**5.01** Regular Hours:

Eight (8) hours shall constitute a day's work including one-half (1/2) hour for lunch between the hours of 7:00am and 3:00pm, five (5) days shall constitute a week's work, i.e. Monday, 7:00am to Friday, 3:00pm. The start of the work week shall be Monday, 7:00am to Friday, 3:00pm, except as provided in Article 5.02.

**5.02** Yard Maintenance:

(See Letter of Understanding #1)

Regular hours – on yard maintenance seven and one-half (7-1/2) hours shall constitute the day shift including one-half (1/2) hour for lunch between the hours of 8:00am and 3:30pm and seven and one-half (7-1/2) hours including one-half (1/2) hour for lunch shall constitute

the afternoon shift between the hours of 3:30pm and 11:00pm. Five (5) days shall constitute a week's work.

i.e. Day Shift: Monday 7:30am to Friday 4:00pm.  
Afternoon Shift: Monday 4:00pm to Friday 11:30pm.

The start of the work week shall be Monday 7:30am.

Where employees are required to work ten (10) hours or more per day then it is agreed that an additional coffee break shall occur at the end of eight (8) hours of work.

## **ARTICLE 6: SHIFTS**

6.01 Where more than one (1) shift is required and continued for five (5) consecutive days or more, then all shifts shall consist of seven and one-half (7-1/2) hours of work, exclusive of lunch period, for which eight (8) hours shall be paid. Where additional shifts are not continued for five (5) consecutive days or more, such additional shifts will be considered overtime and paid for accordingly.

6.02 Where more than one (1) shift is worked, the starting times of the shifts shall be: day shift – 7:00am; second shift – 3:00pm; third shift – 11:00 pm. All shifts will be rotated every weekend.

The starting time of the first shift shall be 7:00am. The Employer may adjust the starting time by one (1) hour. Starting time of a shift shall be decided at the beginning of the project and must remain at that time for the duration of the project.

i.e. Starting time can be between 6:00am and 8:00am.

6.03 Shift Differential:

(a) Afternoon Shift

Afternoon shift differential of one (1) hour extra pay shall be paid at straight time rate.

(b) Graveyard Shift

Graveyard shift differential of two and one half (2 1/2) hours extra pay shall be paid at straight time rate.

Shift differential on straight time days shall be paid at straight time rate and on overtime days at the prevailing overtime rate.

6.04 All hours worked outside the regular hours, or the accepted variations therefrom, and outside the established shift hours, shall be considered overtime, until a break of eight (8) hours occurs, and shall be paid for at double time rates.

Call-Out Time:

- (a) Where an employee is called out for work and no work is performed, they 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 relief work or replacement of a regular crew member, they shall receive a minimum of two (2) eight (8) hour shifts.
- (c) Where an employee is called out for work at any time, and work is performed, they shall be paid a minimum of:
  - (i) 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 worker has reported to the jobsite in person, in a competent condition to carry out their 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) hours' notice prior to starting time shall be given.

Each employee shall provide the Employer with their telephone number where they may be reached, and the Employer shall fulfill 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 in case of inclement weather, 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, they will be paid only for hours worked in one (1) hour increments at the prevailing overtime rate.

- 6.05 Where an employee reports at the request of their Employer, and performs work at overtime rates prior to their regular starting time, such time will be considered as overtime only, and not considered in calculating their daily minimums under this Article.

## ARTICLE 7: TRANSPORTATION

### 7.01 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.
- (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) Eight (8) hours' pay at straight time will be paid out of every twenty-four (24) hours traveled, 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.
- (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 the employee leaving their 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 payroll of the Employer and shall receive their 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. On jobs where an employee is confronted with excessive travelling time, the Employer agrees to pay travel time on a mutually satisfactory basis.

- (i) On the 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.

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 they actually return to their place of departure. Living-out allowance shall not be paid during leave periods.

(refer to Letter of Interpretation/Agreement: Periodic Leave – Turnaround).

7.02 Local Travel – Vancouver Metropolitan Area:

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

Local transportation and traveling time shall be paid as in Appendix "A".

Appendix "A"

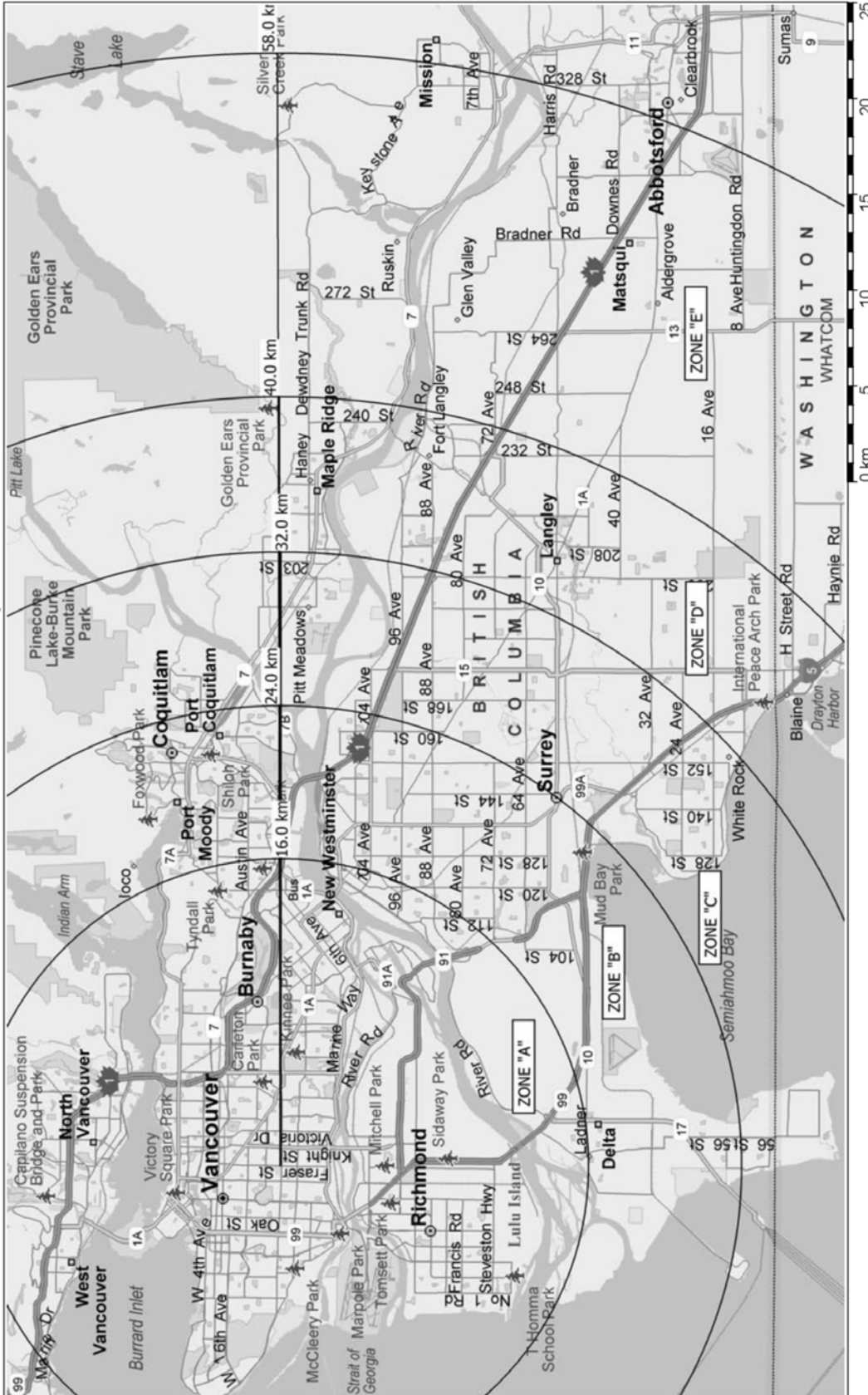
See attached chart for clarification.

	<u>May 1, 2007</u>	<u>May 1, 2008</u>	<u>May 1, 2009</u>
Zone "A"	\$10.00	\$11.50	\$13.00
Zone "B"	\$12.00	\$13.50	\$15.00
Zone "C"	\$14.00	\$15.50	\$17.00
Zone "D"	\$16.00	\$17.50	\$19.00
Zone "E"	see below		

Zone "E" will extend from the boundary of Zone "D" to the Mission Bridge.

Employees working in Zone "E" shall be entitled to a daily travel allowance of seventy dollars (\$70.00) per day for those traveling back and forth to the job each day or first class room and board where necessary as determined by the Union.

# GVRD Zone Map



### Boat Travel:

Where boat travel is in excess of thirty (30) minutes per shift, the Union and the Employer shall negotiate a flat amount for boat travel based on straight time hourly rates for the time in excess of thirty (30) minutes.

## **ARTICLE 8: 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 1987 – 1997 as submitted to the Employer Association.

In areas where no camps are provided, the Employer will supply to every employee covered by this Agreement free room and board. The Employer and the Union in their pre-job discussions will decide on what arrangements are to be made with regard to subsistence allowances or first class room and board.

On jobs where it is mutually agreed to pay a subsistence allowance, such allowance will be paid on a seven (7) day per week basis, regardless if work is performed on weekends or not. The amount of the allowance will be established between the Union and a representative from the Company. Allowances are to be claimed on the employee's time sheet.

These accommodations shall provide single room accommodation for each employee.

Where the Employer is unable to provide single room accommodation, a pre-job meeting between the Employer and the Union shall be held prior to commencement of the project, in order to arrive at a suitable arrangement for accommodation, travel time and local transportation allowances.

Employees 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 them 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.

## **ARTICLE 9: WORKING CONDITIONS**

9.01 Each dredge shall be equipped with adequate lunch room facilities 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.

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

9.02 If a crew is required to work after the regular shift in excess of two (2) hours overtime a hot meal and hot coffee will be provided by the Company. There will be no loss of time to the employees during this period, and the work will continue.

9.03 Employees assigned to ride on a tug while towing a dredge or drill barge shall be paid twelve (12) hours at double time rates for each twenty-four (24) hour period or portion thereof,

i.e. 6 hours = 12 hours, double time  
19 hours = 12 hours, double time  
25 hours = 24 hours, double time

except inside First Narrows bridge and on the North Arm, Middle Arm and Main River east of Steveston regular hours of work shall apply.

The exception to the above shall be where the dredge is being moved from one arm of the Fraser River to another arm **or the dredge is being moved between the main arm and Delta Port** – then only the actual hours worked outside the boundaries shall be paid for at double time. The intent of this is to cover a direct tow from one arm to another arm.

9.04 Crews lunch period will be posted in the lunch room by the Employer. Such designated lunch period shall occur at mid-shift, or not longer than one-half (1/2) hour past mid-shift.

On projects all employees shall be paid double 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 dredge.

On projects, all employees, worked on a single shift basis, on repairs or moving equipment on and off a project site, the designated lunch break will be provided and the crew will work eight (8) hours for eight (8) hours' pay.

9.05 Essential protective clothing including welders' leather gloves, protective vests or leather jackets shall be supplied on a charge-out basis.

9.06 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 they are eligible for rehire.

9.07 Adequate time will be allowed prior to quitting time for picking up tools.

9.08 One (1) hour's notice of termination shall be given by the Employer. This hour shall be used by the employee to gather their 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.

- 9.09 Proper heated washroom facilities with toilet and hot water shall be provided on the dredge by the Employer and kept in sanitary condition. Sanitized hand cleaner will be provided for all employees. Employees will cooperate by observing the simple rules of cleanliness.
- 9.10 Waterless hand cleaner will be supplied at all mechanical operations covered by this Agreement.
- 9.11 Drinking water in approved sanitary containers shall be provided.
- 9.12 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 their rights to submit a claim shall be waived.

- 9.13 Hard hats, suspensions for hard hats, welders' gloves and welders' goggles will be provided by the Employer where necessary, on a charge-out basis at cost, such cost to be deducted from the employee's earnings and refunded at such time as the employee returns the items to the Employer in reasonable condition, subject to normal wear and tear. 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.
- 9.14 All Employees who request coveralls will have 3 sets of coveralls supplied and cleaned by the Employer. The coveralls will be replaced upon normal wear and tear. To replace the coveralls the Employee will be required to return the worn set(s) prior to receiving the replacement set(s).

The Employer will supply rain gear to all Operating Engineers on site and rain gear will be replaced upon normal wear and tear (i.e. supplied and to remain on the dredge and at the Levee Shack).

9.15 Safety Boot Reimbursement:

All employees shall receive one hundred dollars (\$100.00), non-taxable, once per calendar year as a safety boot reimbursement. Boot reimbursement to be paid only on production of receipts.

Employees must have a minimum of five hundred (500) hours annually to qualify for the reimbursement.

9.16 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 their job, or be discriminated against for so acting.

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

When any employee suffers an injury or illness which requires their absence, they shall report the fact to the Employer as soon as possible to their 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, they must obtain permission, in writing, for the same from the Employer.

- (c) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for two (2) days. Immediate family means: wife, husband, mother, father, father-in-law or mother-in-law, brother, sister or children.
- (d) Employees on approved leave of absence shall be paid fare both to and from their point of hire.
- (e) Employees involved in an accident while on the job shall receive a minimum of eight (8) hours' pay for the day of the accident.

9.17 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.

9.18 Confined Space:

Employees required to work inside a confined space not designated as a normal work area, will receive a premium of two dollars (\$2.00) per hour over and above their regular hourly rate. A two (2) hour minimum will apply. This premium will not apply when an employees duty takes less than one half (1/2) hour.

9.19 Boat Certification:

The Employer shall reimburse all course costs of obtaining operator's licenses required by Transport Canada Ship Safety for employees covered by this Agreement. Employees must complete and receive licenses to qualify for reimbursement of course costs only.

9.20 Employee Parking:

The Employer shall provide safe and adequate parking at no cost to the employee.

## **ARTICLE 10: UNION SECURITY**

10.01 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.

- 10.02 When employees are required only Union members having a dispatch slip from the Head Office of the Union and the Employer shall be hired.

When Union members are not available from the Dispatch Office of the Union, the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union qualifications.

Employees hired under this part shall become and remain members in good standing of the Union within twenty-one (21) days of their commencing employment or be replaced by the Union Tradesmen when available.

- 10.03 Every piece of equipment referred to in Schedule "A" of this Agreement used by the Employer, whether owned by the Employer 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 not a member of the Union.

- 10.04 It is the prerogative of the Employer to hire, 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.

- 10.05 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 workers 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.

- 10.06 It is agreed that the parties to this specific Agreement shall cooperate in the support in every way that institution, at the initiative of the Union of multi-employer certification in accordance with Section 40 of the Industrial Relations Act RSBC 1979 c212.

It is further agreed that such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July, 1980) status quo between trades.

- 10.07 When an employee suffers a compensable injury, they shall be entitled to re-employment with the same Employer when they receive a clearance to return to work from their doctor or the Worker's Compensation Board, providing the project is still in operation and there is work in their classification.

- 10.08 The Employer shall not allow any cutter suction dredges, dredge tenders (i.e. "A" Frame Boats) and all levee heavy equipment that it owns, leases, rents, subcontracts or controls, to be operated by any person or company other than the Employer unless the equipment is manned by Operating Engineers in accordance with all terms and conditions of the

Hydraulic Dredging Agreement. This article is not restricted to existing cutter suction dredges, dredge tenders (i.e. "A" Frame Boats) and all levee heavy equipment.

#### **ARTICLE 11: JOB STEWARDS**

11.01 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 lay off 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 their duties.

11.02 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 the Business Representative interfere with the employees during working hours unless permission is granted.

#### **ARTICLE 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 the Company's Occupational Safety and Health Program (O.S.H.P.). The Union shall be provided an opportunity to review and critique the Company's O.S.H.P. Any refusal on the part of the employees 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 Worker's Compensation Board respecting the setting up of a Safety Committee, such Committee shall be set up within one (1) week.

Meetings of the Safety committee shall be held as required by the W.C.B. Regulations.

#### **ARTICLE 13: REPAIRS AND SHUTDOWNS**

When the dredge, powerscow, floating pipeline, derricks and all other marine and floating equipment is undergoing repairs, alternations, 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.

#### **ARTICLE 14: BENEFITS PLAN AND PENSION PLAN**

##### Benefits

Effective **May 1, 2011** the Employer shall make contributions at the rate of **two dollars and ten cents (\$2.10)** per hour for which wages are earned hereunder to each employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

Effective **May 1, 2012** this amount shall be increased to **two dollars twenty cents (\$2.20)**.

Effective **May 1, 2013** this amount shall be increased to **two dollars thirty cents (\$2.30)**.

#### Pension

Effective **May 1, 2011** the Employer shall make contributions at the rate of **five dollars and sixty five cents (\$5.65)** per hour for which wages are earned hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective **May 1, 2012** this amount shall be increased to **five dollars and ninety cents (\$5.90)**.

Effective **May 1, 2013** this amount shall be increased to **six dollars and fifteen cents (\$6.15)**

See Schedule "A".

This contribution will be based on hours earned, i.e. double time = double contributions.

The Operating Engineers' Benefits Plan and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives designated by the Union.

The Employer agrees to be bound by the terms of the Trust Agreement.

When employees are injured on the job in a W.C.B. compensable accident while employed by the Company, the Company shall be required to contribute enough hours to the Operating Engineers' Benefits Plan to ensure that the injured employee has three (3) months at 125 hours at the Benefits Plan contribution rate as contained in the Agreement.

The Employer is required to report on the forms provided by the Benefits Plan.

Contributions must be forwarded by the Employer to the Operating Engineers' Benefits Plan by the fifteenth (15th) day of the month following that which contributions cover.

In the event an Employer fails to remit contributions to this Plan, in conformity with this section of the Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

The Business Representative of Local 115 may inspect during regular business hours an Employer's record of time worked by employees and contributions made to the Plan.

The Benefits Plan 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.

Payments to the Benefits Plan and Pension Plan shall be made by cheque, payable at par at Burnaby, Province of British Columbia, to the Operating Engineers' Benefits Plan and Pension Plan.

Other personnel of the Employer party to this Agreement may become Associate Members as provided for in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time.

Benefits which will be provided under this Plan are as follows:

- (a) medical surgical benefits,
- (b) Weekly Indemnity benefits for non-occupational sickness and accident,
- (c) Pension Plan,
- (d) Such additional benefits as the Trustees of the Plan shall periodically determine.

#### **ARTICLE 15: SAVINGS CLAUSE**

In the event that any Provincial or Federal Statute or law shall supersede or invalidate any Articles in this Agreement, such Statute or Law shall prevail over any such Article; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion therefor 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 section or portion thereof which shall be valid, and which shall replace the section 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.

#### **ARTICLE 16: WORKING DUES CHECKOFF**

The hourly working dues shall be calculated at two percent (2%) of the Shift Engineer hourly wage rate as contained in this agreement (these amounts shall be calculated to the nearest penny) and shall be deducted for each hour that wages are payable and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. Refer to Schedule "A" – Employer/Employee Contributions, for amounts and effective dates.

Each member shall submit a written authorization to their Employer as a condition of employment as may be required by their Employer.

Remittances shall be made in accordance with the forms provided by the Union.

#### **ARTICLE 17: OPERATING ENGINEERS' APPRENTICESHIP AND UPGRADING FUND AND PLAN**

The Employer shall make contributions at the rate of thirty-four cents (\$0.34) per hour for each hour of work performed by each employee covered by this Agreement to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

The Operating Engineers' Apprenticeship Fund shall be used to provide employees with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of construction and allied equipment and to provide for tradesmen's qualification test.

The Operating Engineers Apprenticeship and Upgrading Fund will be administered by the Joint Apprenticeship Board established under the Operating Engineers' Apprenticeship and Upgrading Plan.

In the event any dispute arises over the required hours as provided by the Plan for training trainees in non-designated trade classifications, the Employer shall have the right of appeal but the final decision shall be made by the Operating Engineers' Joint Apprenticeship Board.

The Employer shall notify the Administrator of the Operating Engineers' Joint Apprenticeship board before the Employer discharges an apprentice or trainee in any trade classification.

#### **ARTICLE 18: MECHANICS, SERVICEMAN TOOL ALLOWANCE FUND**

The Employer shall make contributions at the rate of six cents (6¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics Tool Allowance Fund.

#### **ARTICLE 19: OPERATING ENGINEERS' ADVANCEMENT FUND**

The Employer shall make contributions at the rate of fifteen cents (15¢) per hour for each hour for which wages are payable to each employee covered by this Agreement to the Operating Engineers' Advancement Fund.

#### **ARTICLE 20: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

20.01 The contributions and deductions referred to in Article 14, 16, 17, 18, 19 shall be remitted monthly by cheque, together with a form supplied to the Employers by the Union, to the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan may make reasonable charge to the Plan for administrative expenses as determined by the Trustees, and approved by the Trustees of the recipient Funds.

20.02 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 contributions or the Employer or their Construction Labour Relations Association representative has failed to request a meeting with the Union to provide for the payment of delinquent contributions 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 their failure to report and pay contributions/ deductions as provided.

#### **ARTICLE 21: GRIEVANCE PROCEDURE**

- (a) 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 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.

(b) Canadian Joint Grievance Panel

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

**ARTICLE 22: 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.

**ARTICLE 23: RETROACTIVE PAY**

It is agreed and understood that all 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 Burnaby office of the Union for distribution. Unclaimed cheques shall be returned by the Union to the Employer ninety (90) days thereafter.

**ARTICLE 24: 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 Hydraulic Dredging Agreement "Extent Clause". Such mutually agreed modifications to the Collective Agreement shall be by Letter Of Understanding and may be for one 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 \_\_\_\_\_, 2011.

FRASER RIVER PILE & DREDGE LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_  
Tino Isola, Vice President Dredging

\_\_\_\_\_  
Frank Carr, Member Representative

**SCHEDULE "A": TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS**

	<u><b>May 1, 2010</b></u>	<u><b>May 1, 2011</b></u>	<u><b>May 1, 2012</b></u>	<u><b>May 1, 2013</b></u>
Benefits Plan	<b>2.00</b>	<b>2.10</b>	<b>2.20</b>	<b>2.30</b>
1-1/2 x	<b>3.00</b>	<b>3.15</b>	<b>3.30</b>	<b>3.45</b>
2x	<b>4.00</b>	<b>4.20</b>	<b>4.40</b>	<b>4.60</b>
Pension Plan	<b>5.40</b>	<b>5.65</b>	<b>5.90</b>	<b>6.15</b>
1-1/2 x	<b>8.10</b>	<b>8.475</b>	<b>8.85</b>	<b>9.225</b>
2x	<b>10.80</b>	<b>11.30</b>	<b>11.80</b>	<b>12.30</b>
Apprenticeship Plan	0.34	0.34	0.34	0.34
Union Dues Checkoff	<b>0.71</b>	<b>0.73</b>	<b>0.74</b>	<b>0.76</b>
Tool Allowance	0.06	0.06	0.06	0.06
Rehabilitation Fund	0.02	0.02	0.02	0.02
O.E. Advancement Fund	0.15	0.15	0.15	0.15
TOTAL CONTRIBUTIONS FOR:				
Straight Time Hours	<b>8.68</b>	<b>9.05</b>	<b>9.41</b>	<b>9.78</b>
Time & One Half Hours	<b>12.38</b>	<b>12.925</b>	<b>13.46</b>	<b>14.005</b>
Double Time Hours	<b>16.08</b>	<b>16.80</b>	<b>17.51</b>	<b>18.23</b>

## SCHEDULE "A": HOURLY WAGE RATES & CLASSIFICATIONS

	<u>May 1, 2010</u>	<u>May 1, 2011</u>	<u>May. 1, 2012</u>	<u>May. 1, 2013</u>
Leverman on Project	<b>39.23</b>	<b>41.06</b>	<b>43.30</b>	<b>45.61</b>
Leverman	<b>37.05</b>	<b>37.81</b>	<b>38.96</b>	<b>40.14</b>
Chief Engineer on Project	<b>38.30</b>	<b>40.10</b>	<b>42.31</b>	<b>44.59</b>
Chief Engineer	<b>36.15</b>	<b>36.89</b>	<b>38.01</b>	<b>39.16</b>
Levee Foreman	<b>37.87</b>	<b>38.66</b>	<b>39.83</b>	<b>41.04</b>
Shift Engineer (Mechanical or Electrical)	<b>35.73</b>	<b>36.45</b>	<b>37.56</b>	<b>38.69</b>
Welder	<b>35.73</b>	<b>36.45</b>	<b>37.56</b>	<b>38.69</b>
Operator Lead Hand	<b>35.70</b>	<b>36.42</b>	<b>37.52</b>	<b>38.66</b>
Mate	<b>35.10</b>	<b>35.80</b>	<b>36.89</b>	<b>38.01</b>
Boatman	<b>34.69</b>	<b>35.38</b>	<b>36.45</b>	<b>37.56</b>
Operator Equipment	<b>34.66</b>	<b>35.35</b>	<b>36.42</b>	<b>37.52</b>
Dewater Pump Operator	<b>34.01</b>	<b>34.17</b>	<b>34.86</b>	<b>35.92</b>
Deckhand	<b>30.03</b>	<b>30.13</b>	<b>30.74</b>	<b>31.67</b>
Leveeman	<b>29.24</b>	<b>29.33</b>	<b>29.92</b>	<b>30.83</b>

Where classifications not specified are required, they shall be in accordance with the Standard Heavy Construction Agreement as negotiated with the Construction Labour Relations Association of British Columbia, and the appropriate rates for the said agreement shall apply and conditions as outlined in this agreement shall apply.

### Deckhand Trainee

A deckhand trainee classification shall be created in order to provide new employment opportunities. The trainee shall only be required if the Union hiring hall cannot supply qualified deckhands. If trainees are to be utilized, they shall be supplied from the Union.

The trainee shall be paid seventy-five percent (75%) of the deckhand's hourly rate and shall be required to work with a qualified crew member at all times.

The trainee shall be required to complete 450 hours of work between the Pile Driving, Clamshell and Hydraulic Dredging Industries in order to complete the probationary period.

The designated trainee may be required to enroll in the next available Deckhand Training Course as provided by the Operating Engineers' Apprenticeship and Upgrading Plan.

It is not intended to increase the minimum crews by introducing a trainee deckhand.

### Crews

Operator Lead Hand shall be required on all shifts when a levee crew is employed.

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:

Leverman  
\*Mate/Boatman

\*Paid at the mate's rate.

The minimum crew requirement on hydraulic and/or suction dredge when the dredge is pumping, for dredges over twelve inches (12") up to and including sixteen inches (16") shall be three (3) employees and a boatman (when the boat is operated by the Employer) in the following classifications:

Leverman  
Chief Engineer and/or Shift Engineer  
Mate  
Boatman (where required)

The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over sixteen inches (16") up to and including eighteen inches (18") shall be four (4) employees and a boatman (When the boat is operated by the Employer) in the following classifications:

Leverman  
Chief Engineer and/or Shift Engineer  
Boatman (Where required)  
Deckhand  
Day mate (day shift only)

The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over eighteen (18") inches up to and including twenty-six (26") inches shall be six (6) employees:

Leverman  
Shift Engineer  
Mate  
Two (2 ) Deckhands  
Boatman

The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over twenty-six (26") inches shall be seven (7) employees:

Leverman  
Shift Engineer  
Mate  
Two (2) Deckhands  
Boatman  
Plus one (1) optional classification

### Levee Crews

Where Levees are required on operations with sixteen inch (16") suction and/or hydraulic dredges and up, a minimum Levee crew shall consist of the following classification:

### Day Shift

One (1) Levee Foreman  
One (1) Operator Lead Hand  
One (1) Operator (Equipment)  
One (1) Dewatering Pump Operator (when required)

### Afternoon/Night Shift

One (1) Operator Lead Hand  
One (1) Operator (Equipment)  
One (1) Dewatering Pump Operator (when required)

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

The Employer recognizes the union as having the jurisdiction over all dredge 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.

On any boat that requires a license or ticket, the boatman shall receive an additional twenty-one cents (\$0.21) per hour.

### 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, they 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 Hydraulic Dredging Industry or as may be mutually agreed to between the Employer and the Union.

Employees required to work overtime on the weekend, where possible, shall be given a minimum of forty-eight (48) hours notice of such overtime to be worked.

### First Aid Person

When an employee is designated First Aid Person by the Employer, they shall have their regular hourly rate increased by the following schedule:

- Level 3 = one dollar (\$1.00)
- Level 2 = seventy-five cents (75¢)  
(with transportation endorsement)
- Level 2 = fifty cents (50¢)
- Level 1 = twenty-five cents (25¢)\*

\*The designated first aid person is responsible for ensuring that all first aid supplies and kits are checked and restocked, and for filling in the First Aid "Record of Treatment" log and the 7A First Aid report.

An employee who has a valid Level 3 or Level 2 First Aid certificate shall be eligible to receive the premium. A maximum of one (1) employee per shift shall be eligible for this premium.

It is understood that the employee with the highest level of first aid ticket shall receive the premium.

The Employer shall pay the course costs and/or renewal costs for all levels of first aid for any employee successfully completing these courses subject to prior approval from the Employer.

## LETTER OF INTERPRETATION

RE: PERIODIC LEAVE – TURNAROUND

1. The phrase "Out-of-Town Projects" contained within the various periodic leave or turnaround articles 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.

**LETTER OF UNDERSTANDING #1**

BY AND BETWEEN:

FRASER RIVER PILE AND DREDGE LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: ARTICLE 5: HOURS OF WORK

Maintenance Work

Eight (8) hours shall constitute the day shift excluding one-half (1/2) hour for lunch between the hours of 7:30am and 4:00pm and eight (8) hours including one-half (1/2) hour for lunch shall constitute the afternoon shift between the hours of 4:00pm and 12:00am. Five (5) days shall constitute a week's work.

i.e. Day shift Monday 7:30 am to Friday 4:00 pm.  
Afternoon shift – Monday 4:00 pm to Saturday 12:00 am.

\*THIS PROVISION SHALL NOT APPLY TO MAINTENANCE WORK ON PROJECTS.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FRASER RIVER PILE & DREDGE LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

\_\_\_\_\_  
Tino Isola, Vice President Dredging

\_\_\_\_\_  
Frank Carr, Member Representative

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