

COLLECTIVE AGREEMENT

BETWEEN

COLUMBIA RIVER RELOAD LTD.

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 115

May 1, 2010 to April 30, 2011

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COLLECTIVE AGREEMENT

BETWEEN:

COLUMBIA RIVER RELOAD LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

ARTICLE 1: OBJECTS

- 1.01 The objects of this Agreement are to maintain a harmonious relationship between the company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 Whenever the masculine gender is used, the same shall be construed as meaning female, unless otherwise specifically stated.
- 1.03 The Union agrees that during the term of this Agreement there shall be no strike, work stoppage or slow down called, authorized or sanctioned by the Union. Any employee who participates in, supports or encourages any strike, work stoppage or slow down shall be subject to discipline or discharge by the company with the right of appeal to the Grievance Procedure only as to the determination of the question of whether employee so disciplined or discharged did in fact participate in, support or encourage such strike, work stoppage or slow down.
- 1.04 The Company agrees that during the term of this Agreement there shall be no lockout of employees.

ARTICLE 2: UNION RECOGNITION

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company pursuant to the certification issued at Vancouver, British Columbia on the 12th day of March, 1992 by the Industrial Relations Council.
- 2.02 The Union, as well as the members thereof, agrees at all times to the extent that it may be within their power, to further the interests of the industry and of the Company.

ARTICLE 3: UNION SECURITY

- 3.01 Each employee covered by this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union. Should an employee, at any time, cease to be a member in good standing of the Union, the Company shall, upon notification, in writing, from the Union discharge such employee forthwith.

In the event the Company is required by the Union to discharge employees pursuant to this Article, the Union agrees to indemnify the Company in the event of subsequent proceedings being brought against the Company for such discharge.

The Union shall have the exclusive right to determine who is a member in good standing.

- 3.02 The Company shall put in each new employee's hiring kit a union membership card and a dues deduction card. The employee shall immediately fully complete said cards and return the Union membership application card to the Union and the dues deduction card to the Company.

Upon hiring, each new employee shall be provided with a copy of the current Collective Agreement and given the name of the Union shop steward.

- 3.03 (a) The Company shall deduct such fees, dues and assessments as provided by the Union on the first (1st) pay period of every month and shall submit said monies to the Union within the third (3rd) week of each month.
- (b) The Company shall submit a check-off list containing the names and social insurance numbers of every employee and the monies applicable to each employee as described in Article 3.03 (a) above.
- 3.04 Upon receiving one (1) month's notice, by registered mail, from the Union of a change in fees, dues or assessments charged by the Union, the Company shall make deductions in accordance of the notice's effective date given.
- 3.05 The Union shall indemnify the Company for all deductions and remittances when in accordance with Union instructions.
- 3.06 The Company shall furnish to the Union and its Local each month during the term hereof a list of new employees taken into employment by the Company, stating the effective date and place of hiring, within thirty (30) days of such hiring, together with a list of terminated employees, and shall further provide to the Union semi-annually during the term hereof an employment roll setting forth the name, starting date and designated place of employment of each employee then employed by the Company.
- 3.07 It shall not be a violation of this Collective Agreement or cause for discipline for any employee who, in performance of his duties, refuses to cross a legal picket line.
- 3.08 Posting of Union insignia on company operated equipment shall be permitted. The size of such insignia shall not exceed twenty-four (24) square inches.
- 3.09 It is agreed that no company operated equipment shall be operated by persons not subject to the terms of this Agreement unless employees subject to this Agreement are not available. The Company shall keep a phone log of their attempts to ensure that each employee has been contacted to perform the work. This excludes operation of an incidental nature such as for demonstration, training, inspection, assistance or emergency.

3.10 No employee shall be required to lease or purchase equipment as a condition of employment.

3.11 The Company agrees and covenants that it shall not make any individual written or verbal agreement with any person relating to matters contained within this Agreement.

3.12 NOTICE BOARD:

(a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.

(b) The following information shall be kept in central location, readily accessible to the Shop Steward.

1 - Seniority List

2 - Copy of the Agreement

3 - Welfare Plan Provisions

Any employee requiring such information shall contact the Shop Steward for same.

3.13 SHOP STEWARD

(a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

(b) When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or layoff.

(c) Upon agreeing with Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.

3.14 If the Company chooses to perform employee evaluations or similar the employee shall receive a copy of same.

ARTICLE 4: MANAGEMENT RIGHTS

4.01 The Union understands and agrees to recognize that the Company has the right to manage and operate its business. This right includes but is not limited to; the hiring and directing of the work force, the right to promote, demote, transfer, discipline, lay-off, suspend and discharge employees for just cause; the assignment of work and the determination of the qualifications of an employee to perform work; the assignment of

shifts; the assignment of equipment; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the Company's equipment and operations.

Nothing in this Agreement shall be interpreted as interfering in any way with the Company's right to extend, limit or curtail its operation, or to terminate its operations completely when in the discretion of the Company it may deem it advisable to do so.

- 4.02 The right to hire employees of its choice is vested exclusively in the Company, but when the Company is looking for new candidates, it shall so notify the Union so that the Union may have the opportunity to provide the Company with suitable applicants.
- 4.03 A copy of the Company's Operating Standards will be issued to each employee. If the Company issues an Employee Manual, it shall be reviewed with each employee who shall sign that this has been done.
- 4.04 The Company shall require an employee to be bonded; the cost of such bonding shall be assumed by the Company.

ARTICLE 5: SENIORITY

- 5.01 (a) A seniority list of all regular employees covered by this Agreement showing name, company and branch seniority shall be posted in a place suitable for employees to view.

The seniority of each regular employee shall start from the year, month, and day the employee was hired by the Company.

- (b) A seniority list of all part-time employees covered by this Agreement showing name, company and branch seniority shall be posted in a place suitable for employees to view.

The seniority of each part-time employee shall start from the year, month, and day the employee was hired by the Company.

- 5.02 Seniority lists shall be posted on or before January 31 of every year. Lists shall be open for correction for a period of ninety (90) days on presentation of proof of error by an employee or his Union Representative.

The Union Business Representative will be supplied with a copy of the seniority lists on the date of posting.

- 5.03 Unless by mutual agreement of the Company and the Union, or by way of the grievance procedure, seniority position shall not be changed after having been posted for ninety (90) days.

- 5.04 (a) All newly hired employee(s) shall be considered as probationary up to the first ninety (90) calendar days of employment.

- (b) A regular employee shall be one who has completed an initial training period and the prescribed period set forth in the preceding paragraph.

- (c) A part-time employee is an employee used on a temporary or casual basis. A part-time employee will accumulate seniority amongst themselves.
- 5.05 “Company Seniority” is the total number of continuous months an employee has been on the Company payroll.
- 5.06 Company seniority shall govern vacations and leaves of absence. Experience, qualification and abilities shall govern layoffs and recalls.
- 5.07 Company seniority shall be retained and accumulated in the following instances:
- (a) During authorized leave of absence.
 - (b) Absence due to accident or illness. When medically unfit to perform their duties, they will be continued on the seniority list until fit, or for three (3) years, whichever comes first. The company and the union will meet to discuss the requirement for the need to extend the 3-year term. The company will initiate the review with the union after 24 months but no later than 30 months after the start of the medical leave. If the company fails to contact the union, the 3 year term will be extended until the company contacts the union.
- The company and the union will review any extenuating circumstances, possible accommodation and or the likelihood of the employee’s ability to return to their former position prior to granting an extension.
- 5.08 Company seniority shall be lost for any of the following reasons:
- (a) Voluntary resignation
 - (b) Dismissal for cause and failure to be reinstated through grievance procedure.
 - (c) Failure to report for duty within seventy-two (72) hours of recall except with Company permission which may extend recall to one hundred and twenty (120) hours.
 - (d) Continuous lay-off in excess of six (6) months.
- 5.09 There shall be no bumping privileges used in the seniority system.
- 5.10 Part-time employees shall be called in by seniority as per the part-time seniority list subject to skills and abilities.

ARTICLE 6: LAY-OFF

- 6.01 An employee shall be laid-off by written notice of seven (7) days by the Company in accordance with seniority provisions when no work is available.
- 6.02 Employees who have been available, but have not worked for two (2) weeks will be considered laid off.
- 6.03 In the event of future job openings, notice of recall shall be given by registered letter or by contacting the Union dispatcher, to qualified employees.

A recalled employee shall be allowed seventy-two (72) hours (with Company permission may be extended to one hundred and twenty (120) hours) to report to duty after notification of recall exclusive of Saturdays, Sundays, and General Holidays.

ARTICLE 7: LEAVE OF ABSENCE

- 7.01 An employee may be granted a leave of absence without pay, at Company discretion, upon written request to the Company with a copy to the Union.

To be eligible for a leave of absence an employee must have completed at least one (1) year of continuous employment.

Request shall be made to the Branch Manager stating specific reason for leave of absence and duration of such leave. The employee will pay the Company the costs of employee benefits while on leave of absence.

Any leave of absence may be cancelled by the Company for just cause, subject to grievance procedure, and if canceled the recall procedure will be carried out.

- 7.02 Any employee on leave of absence who engages in gainful employment, without prior written permission of the Company, shall forfeit their seniority rights, have their name removed from the seniority list and will no longer be considered an employee of the Company.

- 7.03 If an employee requires personal time off, the employee may request to exchange a shift(s) with another employee who has reciprocal skills. Such requests must be submitted in writing to the employee's supervisor as far in advance as possible and a response received within four (4) working days. There shall be no additional costs to the Company as a result of employees exchanging shifts.

ARTICLE 8: INTERVIEWS, FACT FINDINGS, ACCIDENT INVESTIGATIONS

- 8.01 The Company and the Union agree to co-operatively conduct accident investigations through the fact finding process. The supervisor shall be responsible for notifying the safety representative or alternatively the shop steward prior to the conclusion of the workday in which an accident occurs of the time and place of an investigation.

- 8.02 It is recognized that there will be occurrences where it is determined that an in-depth investigation may not be required. In those circumstances where an in-depth investigation is not required a report shall be filed with the Occupational Health & Safety Committee for their review. Time spent on authorized safety committee inspections, meetings, accident investigations, interviews and fact findings shall be considered as time worked.

- 8.03 An employee shall be given a copy of the fact finding upon request.

- 8.04 The Company agrees that no accident shall be classified as preventable without first making a complete and impartial investigation. The employee(s) involved shall be given every opportunity to relate his report before any classification is made. The Company further recognizes the right of the Union to represent any employee in appealing any classification deemed questionable by the Union.

ARTICLE 9: SETTLEMENT OF DIFFERENCES AND ARBITRATION

- 9.01 The Company has the right to discipline and discharge for just cause. All such action must be acknowledged by the employee's signature with a copy retained by the employee. In instances of discharge, the Business Representative must be notified and a grievance for discharge shall begin a Step 3 of the Grievance.
- 9.02 All disciplinary action will be taken only after thorough investigation with the employee and any other relevant individuals.
- 9.03 The parties recognize that when dealt with constructively, differences can be a source of creativity. Employees are encouraged to surface any differences, so that problems can be clearly understood and promptly resolved. It is preferable that such problems be discussed and resolved between the employee and his immediate supervisor in order that an open and trusting relationship be maintained. Both parties agree to work toward this end. The procedure for resolving differences between the parties bound by this Agreement concerning its interpretation, application, operation or any violations thereof shall be as follows:

STEP (1) Where a difference arises between the Company and any employee, or any group of employees regarding the interpretation, application or alleged violation of the provisions of this Collective Agreement, or a question as to whether any matter is arbitrable, an earnest effort shall be made to settle the difference at the earliest possible stage.

At the first practical opportunity from the time the difference arose, the employee concerned, with a steward, shall initiate discussions with the immediate supervisor.

STEP (2) Failing a satisfactory solution as a result of the discussions at Step 1, an employee shall file his grievance in writing with his supervisor within seven (7) working days. The employee's supervisor, the employee and the shop steward shall meet promptly to endeavor to resolve the grievance. This time limit is mandatory, and if it is not complied with (provided it has not been waived by the parties), the grievance shall be deemed to be abandoned.

STEP (3) Should a solution not be reached by Step 2 the grievance shall be forwarded to the branch manager. The branch manager, the employee, shop steward and/or the business representative shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within seven (7) working days of its being filed, the grievance will automatically be referred to the region manager.

STEP (4) The region manager, or his designate in the event that he is absent, and a representative of the Union, shall meet promptly to endeavour to resolve the grievance. If they are unable to resolve the grievance within then (10) working days of its being referred to the region manager, it shall automatically be referred to arbitration.

- 9.04 Where the parties elect to proceed to arbitration, the party requesting arbitration will name to the other party its selected single arbitrator in its request.

If a single arbitrator is not agreed upon within fourteen (14) days, they shall request the Minister of Labour for B.C. to appoint a qualified arbitrator.

The arbitrator shall have the power to order, if he deems proper that any employee who has been wrongfully suspended, discharged or otherwise disciplined, shall be reinstated without loss of pay and with any other benefit under this agreement which he may have lost. The decision of the arbitrator shall be binding on both parties.

- 9.05 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 9.06 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Company, that the Arbitrator shall be requested to hand down his decision within ten (10) days, or as soon thereafter as may conveniently be arranged.
- 9.07 The Company and the Union may mutually agree in writing to waive any of the time limits set out in this Article.
- 9.08 All time limits contained herein shall be considered working days exclusive of Saturdays, Sundays, and General Holidays.
- 9.09 If the Company or the Union has a policy grievance it shall begin at Step 3. of the Grievance Procedure.
- 9.10 Whenever an employee is required to attend a fact finding or investigation with respect to his work, his conduct, an accident or any other matter which could give rise to discipline, a Shop Steward of the employee's choice (where possible) must be in attendance. It is agreed that time is of the essence. Time spent is considered time worked. The Company agrees that no accident shall be classified preventable without first making a complete and impartial investigation. The employee(s) involved shall be given every opportunity to relate his report before any classification is made.

ARTICLE 10: ATTENDING COURT, INVESTIGATIONS & MEDICAL EXAMINATIONS

- 10.01 The Company shall grant a leave of absence without pay to employees who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- 10.02 The Company, the Union and the employee shall all co-operate in the matters of safety and health. The Union recognizes the right of the Company to require a medical examination at any reasonable time, providing that the Company shall pay the cost of such examination. The Company and the Union shall agree mutually upon the choice of the Doctor who shall perform such examination. The Union agrees to discourage the abuse of any benefits and to co-operate in any matters to improve the health and safety of the work force.

ARTICLE 11: BEREAVEMENT LEAVE

11.01 In the event of death of an immediate family member and upon request of a regular employee, three (3) straight time days off work will be paid for by the Company at the time of the notification of death or at the time of the funeral.

Immediate family shall be defined to include a spouse (including common-law spouse), son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandfather and grandmother. In addition, if the employer is notified of the death while the employee is working, the employee will be excused from and paid for, the balance of that working shift, and such time shall not be charged against the three (3) days of leave.

11.02 Special attention will be given to leave of absence without pay in the event of death of other relatives, associated, or friends.

ARTICLE 12: GENERAL HOLIDAYS

12.01 Every employee shall be granted holiday pay for eight (8) hours at the appropriate hourly rate of pay on each of the following General Holidays falling within any period of his employment:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Remembrance Day |
| 3. Victoria Day | 8. Christmas Day |
| 4. Canada Day | 9. Boxing Day |
| 5. Labour Day | 10. B.C. Day |

Overtime premium will be paid for all hours actually worked on a General Holiday (midnight to midnight).

12.02 The employee must have earned wages or performed work on at least fifteen (15) of the thirty (30) calendar days immediately preceding the General Holiday to qualify as per 12.01.

ARTICLE 13: ANNUAL VACATION

13.01 Upon completion of continuous employment with the Company for the number of years hereafter listed, vacation shall be granted and vacation pay shall be paid on the basis of the percentage of gross earnings accrued since the last vacation, as follows:

- (1) at any time after one (1) year - two (2) weeks at four percent (4%) or,
- (2) at any time after three (3) years - three (3) weeks at six percent (6%) or,
- (3) at any time after ten (10) years - four (4) weeks at eight percent (8%) or,
- (4) at any time after fifteen (15) years - five (5) weeks at ten percent (10%) or
- (5) at any time after eighteen (18) years – five (5) weeks at twelve percent (12%)

- 13.02 Every employee is entitled to and shall be granted vacation after the year it was earned. Consideration shall be given to pro-rated vacation after six (6) months of first year employed.
- 13.03 An employee entitled to annual vacation shall be granted, and must take, such vacation within the twelve (12) month period immediately following December 31 of the previous year.
- 13.04 The Company shall post, and leave posted for the entire year, an annual vacation schedule on notice boards regularly available to employees.

Such schedule shall be posted on the first working day of January of each year, for all employees to indicate their choice of annual vacation dated, by company seniority. Employees not indicating their choices by February 15 of each year shall have their annual vacation scheduled on a first come first serve basis. The Company will approve or provide reasons for not approving vacation requests within 14 days of receiving the request.

- 13.05 Annual vacation pay shall be requested by the employee two (2) weeks prior to the date they require it.

In any case annual vacation pay will be paid to the employee at least two (2) working days prior to the commencement of their annual vacation.

- 13.06 Every employee shall be granted annual vacation of at least two (2) consecutive weeks if they so desire.
- 13.07 If operations require (as determined by the Company) employees entitled to more than two (2) weeks vacation may be required to take the additional vacation at the time designated by the Company.
- 13.08 An employee who resigns or is discharged shall be paid for all annual vacation, up to and including the last day worked, at his appropriate percentage rate. Such payment is to be made within seven (7) days of his resignation or discharge.

ARTICLE 14: HOURS OF WORK

- 14.01 The standard work week shall consist of forty (40) hours per week on a five (5) day a week basis. The standard working shift shall be eight (8) hours working within eight and one-half (8 ½) consecutive hours.

14.02 SHIFTS

Day Shift: A premium will not be paid on the day shift which will be schedule to start at **6:00 a.m. This start time may be varied up to one (1) hour prior to 6:00 a.m. due to extenuating circumstances beyond the control of the Company.**

Afternoon Shift: The afternoon shift shall be scheduled to start at **2:00 p.m. This start time may be varied up to one (1) hour after to 2:00 p.m. due to extenuating circumstances beyond the control of the Company.**

Afternoon shift premium will be paid for all regular hours worked on such a shift.

Graveyard Shift: The graveyard shift shall be scheduled to start @ **10:00 p.m.**

Graveyard shift premium will be paid for all hours regularly worked on such a shift.

- 14.03 Both parties agree that it is desirable for employees to have two (2) consecutive days off. The Union recognizes, however, that because the work and services that the Company must provide are of an irregular nature, it may be necessary to change the day of rest.
- 14.04 Due to operational necessities (trains may be late) the employees may be required to work up to a maximum of the (10) consecutive days, within a pay period.
- 14.05 An employee who reports for work shall receive a minimum of four (4) hours pay.
- 14.06 When it can be shown that senior employees have not received 65 hours of work per pay period for two consecutive pay periods, a junior employee(s) will be laid off.
- 14.07 Overtime. A branch policy will be established with employee input, to post on a periodic basis a list for those who are wanting to sign up for significant and ongoing overtime. If such overtime occurs, it will be assigned on a seniority basis.

ARTICLE 15: MEAL AND COFFEE BREAKS

- 15.01 Every employee shall be granted an unpaid thirty (30) minute meal break after four (4) hours of work.
- 15.02 Every employee shall be granted a paid fifteen (15) minutes break in each half of their shift.

ARTICLE 16: SAFETY AND TRAINING

- 16.01 The Company and the Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that all employees, union representatives and supervisors at all levels, shall cooperate to promote safe working practices, safe and healthy working conditions and the enforcement of safety rules. Further, all employees of the Company are fully obligated to comply with any and all reasonable rules of conduct established by the company and bearing on safety and health.
- 16.02 Where the nature of the work or working conditions so require, employees shall be supplied the appropriate safety equipment, at the employer's expense. This equipment shall be maintained and replaced, wherever necessary, at the employer's expense. Items in need of replacement must be returned or replacement will be at the employee's expense. For the purpose of this article, gloves and High Visibility Winter Jackets are considered safety equipment.

- 16.03 It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in a safe operating condition. It shall be the duty of the employee to report promptly on all defects in equipment. All equipment defects so reported will be inspected and corrected. The equipment will then be certified by the maintenance foreman or tradesman as being satisfactory for service and safe for operation and this information made available to the employee for the next shift.
- 16.04 The Company shall not issue, nor shall an employee accept, instructions to operate equipment or handle products for which the employee has not completed the approved training program.
- 16.05 The Company shall furnish clean facilities, including lockers and showers so that the employees and their street clothing are not contaminated by the products handled.
- 16.06 When Training opportunities become available, the Company shall advertise these opportunities on the Notice Board for the Membership to be made aware of for 4 weeks. The Membership shall have the opportunity to apply in writing to the Branch Manager their wishes to be trained. A deadline for applications shall be included in the Notice of Training that is posted.

Such training shall be done on the basis of skills and abilities. Where skills and abilities are equal, seniority shall be a determining factor.

ARTICLE 17: SEVERANCE

- 17.01 Severance pay shall be paid as per the Employment Standards Act.

ARTICLE 18: PAY PERIODS

- 18.01 Employee pay shall be made every second Wednesday, with cut-off at midnight Saturday, eleven (11) days previous. A General Holiday as recognized in this Agreement occurring between cut-off and Wednesday normally designated may alter pay dates accordingly.
- 18.02 If an employee is short paid fifty dollars (\$50.00) or more and requests payment of outstanding amount, such payment shall be made within two (2) working days.
- 18.03 The Company shall, on each employee's pay statement provide full particulars of all earnings and deductions for that pay period.

ARTICLE 19: WAGES

- 19.01 One wage classification for all employees when all employees have progressed through the training and progression of job classification. The Company and the Union agree to meet to determine training requirements and job standards for each level of progression.
- 19.02 Hourly Wage Rates

	May 1, 2011
All Employees	\$20.67
Part Time Employees	\$18.31

All new (Full Time) hires will be paid 90% of full rate for first 60 days. After initial 60 days, rate will be increased to 95% of full rate until 180 days of consecutive employment.

- 19.03 A shift differential of one dollar **twenty five cents** (\$1.25) per hour shall be paid for afternoon shift.

A shift differential of one dollar fifty cents (\$1.50) per hour shall be paid for graveyard shift.

Beginning May 1, 2009, a weekend shift differential of one dollar twenty five cents (\$1.25) per hour shall be paid. The weekend shall be defined as time starting after 9:00 PM Friday until 8:59 PM on Sundays. This does not apply to Statutory Holidays.

- 19.04 Overtime shall be paid at one and one-half (1 ½) times the regular hourly rate for all hours worked in excess of the regular work shift.

- 19.05 In the event the Company creates a new classification the wage rates shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved then either party may proceed to the grievance procedure and arbitration, as described in Article 9 of the Collective Agreement.

- 19.06 Training allowance of \$2.00 per hour when performing training and evaluation duties at the request of the Company.

- 19.07 Boot Allowance of **\$250.00** per year per employee paid upon presentation of receipt. This shall include the purchase of Safety Boots, Socks, Insoles, Laces and Repairs and shall be submitted once per year with Boots Receipt.

Part Time Employees shall receive a Pro Rated portion of Boot Allowance based on the following formula:

$$\frac{\text{\# of Hours Worked in Previous 12 Months}}{2080 \text{ Hours}}$$

- 19.08 Premiums

Excavator Operators - \$2.00 hour in addition to base rate

Carmover, Loader and Forklift Operator - \$1.50 in addition to base rate

Company certified operators shall receive no less than their premium rate of pay for all hours worked regardless of work performed. This clause shall apply to full time employees only.

ARTICLE 20: BENEFITS AND PENSION

- 20.01 The Company benefit plan is a group plan and is set at the corporate level, any changes to the plan will be communicated to all employees.

Current Plans shall include:

Major Medical coverage
Dental coverage
Vision care
Life insurance
Accidental Death & Dismemberment
Short Term Disability - Qualifying period of three (3) days.
Long Term Disability
Pension Plan

Cost sharing for benefits is on a 50-50 basis.

20.02 The Company shall pay 100% (percent) of the premiums for the British Columbia Medical Services Plan, starting December 1, 1995.

ARTICLE 21: SAVINGS

21.01 If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

21.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

21.03 No employee who prior to the date of this Agreement was receiving more than the appropriate rate of wages and/or premiums as set out within this Agreement shall suffer a reduction in such rate or premium because of the adoption of this Agreement.

ARTICLE 22: DURATION

22.01 This Agreement shall be in full force and effect, except where noted, from **May 1, 2011** to and including **April 30, 2012**, 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, 2012**, 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 the Collective Agreement or a new Collective Agreement.

22.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall therefore continue in full force and effect until the Union shall strike, or the Company shall lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

22.03 On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues related to the workplace that affect the parties or any employee bound by this Agreement.

22.04 Upon prior agreement with the Branch Manager, employees in the bargaining unit shall be permitted to review their personnel file in the presence of a representative of the Company once per year. Upon request, the employee shall be provided copies of material contained in such reports.

Signed at _____, B.C., this _____ day of _____, 2011.

COLUMBIA RIVER RELOAD

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #1

BETWEEN:

COLUMBIA RIVER RELOAD LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The parties agree that for eight hour shift employees the practice of working through coffee breaks in exchange for a paid lunch period shall continue subject to the agreement of the majority of the employees affected.

In the event this practice is discontinued the lunch periods and coffee breaks shall be applied as defined in Article 15 of the collective agreement between the parties.

Signed at _____, B.C., this _____ day of _____, 2011.

COLUMBIA RIVER RELOAD

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #2

BETWEEN:

COLUMBIA RIVER RELOAD LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: SHOWER TIME

The Parties agree that all Employees shall have up to fifteen (15) minutes at the end of each shift for shower time.

Signed at _____, B.C., this _____ day of _____, 2011.

COLUMBIA RIVER RELOAD

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #3

BETWEEN:

COLUMBIA RIVER RELOAD LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The parties agree that article 5.08 (4) shall not apply during Teck Cominco labour dispute(s).

Signed at _____, B.C., this _____ day of _____, 2011.

COLUMBIA RIVER RELOAD

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

LETTER OF UNDERSTANDING #4

BETWEEN:

COLUMBIA RIVER RELOAD LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

The parties agree that each Employee who is employed with the Company **prior to May 1, 2011** and actively working shall receive a one time signing bonus of **two hundred (\$200.00)** dollars.

Signed at _____, B.C., this _____ day of _____, 2011.

COLUMBIA RIVER RELOAD

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

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