AMIX MARINE SERVICES SHOP EMPLOYEES COLLECTIVE AGREEMENT

BY AND BETWEEN:

International Union of Operating Engineers, Local 115

AND:

Construction Labour Relations Association of BC (CLR) on its own behalf and on behalf of Amix Marine Services Ltd.

June 29, 2025 to April 30, 2028

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

International Union of Operating Engineers, Local 115

(the "Union")

AND:

Construction Labour Relations Association of BC (CLR)on its own behalf and on behalf of Amix Marine Services Ltd.

(the "Employer")

(collectively, the "Parties")

ARTICLE 1.000 OBJECTS

The objects of this Collective Agreement are to:

- (a) maintain a mutually beneficial employment relationship between the Employer and the bargaining unit;
- (b) ensure the terms and conditions of employment are fair, reasonable, safe, and stable;
- (c) establish an effective training strategy which will contribute to the development of a qualified, productive, and multi-skilled workforce;
- (d) prevent strikes / lockouts; and,
- (e) facilitate an efficient and cost effective method to resolve any disputes/grievances which may arise between the Parties.

ARTICLE 2.000 EXTENT

2.100 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

2.200 Management Rights

- 2.201 The Employer has the right to operate and manage its business in all respects, subject only to applicable legislation and the limitations expressly stated within this Agreement.
- 2.202 Employees shall adhere to all applicable policies and procedures, implemented by the Employer to the extent such policies and procedures are not inconsistent with this Agreement.
- 2.203 If intermittent subcontracting takes place, no employee from the bargaining unit will

be displaced, laid-off, or continue to be laid off as a result of subcontracting.

2.300 Union Security

- 2.301 Each employee covered by this Collective Agreement will, as a condition of employment and/or continued employment, become and remain a Union member in good standing for the duration of this Collective Agreement or for the duration of their employment with the Employer, whichever is shorter.
- 2.302 The Union will have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing, the Employer will, upon notification in writing from the Union, discharge such employee forthwith. The Union will indemnify the Employer for such actions when in accordance with Union instructions.
- 2.303 All employees covered by this Collective Agreement will be required to pay Union Dues as a condition of employment.

2.304 Job Stewards

- (a) The Union shall notify the Employer of the appointment of all Job Stewards.
- (b) Job Stewards shall be recognized and shall not be discriminated against.
- (c) The Employer shall provide a Job Steward with sufficient time to carry out their duties.

2.305 Union Representatives

Union Representatives will have access to all work sites governed by this Collective Agreement, after first notifying the Employer, however in no way will such Representative interfere with employees during working hours unless permission is granted.

2.306 Picket Line

It will not be considered a violation of this Collective Agreement for an employee to refuse to cross a legal picket line.

2.400 Application, Work Jurisdiction and Affiliation

2.401 Application

- (a) This Agreement shall govern work which is performed by employees of the Employer who are members of the bargaining unit pursuant to the certification order granted by the Canada Industrial Relations Board September 18, 2024.
- (b) One (1) representative of the Employer who is not a member of the Union shall be permitted to work and provide direction on a project on each shift.
- (c) Nothing in this Collective Agreement will prevent non-union employees from

doing work normally performed by bargaining unit employees in cases of customer emergency, or the training of employees on new types of equipment or procedures.

2.402 Affiliation

- (a) The Union shall not limit, in any way or for any reason, the Employer's right to contract for work on a project and to complete such work in a cost-efficient manner. This shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on the project, or the work such individuals may be performing.
- (b) The Union shall not attempt to exert pressure upon the Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the Canada Labour Code.

2.500 Work Stoppages

- 2.501 During the term of this Collective Agreement neither the Employer, nor any representative thereof, will in any way, either directly or indirectly, cause, direct, authorize, encourage, condone, support, participate or engage in any lockout of employees.
- 2.502 During the term of this Collective Agreement neither the Union, nor any representative thereof, nor any Union member, nor any employee, will in any way, either directly or indirectly, cause, direct, authorize, encourage, condone, support, participate or engage in:
 - (a) any strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind of the part of any employee or group of employees or refuse to perform any task, or
 - (b) any picketing at the premises or work sites of the Employer or its clients, customers, subsidiaries or related companies, etc.

ARTICLE 3.000 HOURS OF WORK AND OVERTIME

3.100 Regular Hours

- 3.101 (a) Eight (8) consecutive hours worked commencing between the hours of 6:00 am and 10:00 am, Monday to Sunday, shall constitute the regular workday. Five (5) days, for a total of forty (40) hours, shall constitute the regular work week.
 - (b) The starting time of the employees shall be from the shop and a reasonable time for clean up shall be provided prior to the stopping time.
 - (c) In the event an employee has a bona fide reason for not being able to work their entire scheduled shift (e.g. needs to report late or leave early due to legitimate childcare responsibilities, etc.) such employee shall not be subject to discipline but shall only be paid for actual hours worked. The Employer may request

reasonable evidence of such bona fide reason and such evidence shall be provided upon request.

3.102 Indoctrination/Orientation

If the Employer directs an employee to take a project indoctrination/orientation (the "Indoctrination"), their time spent taking the Indoctrination shall be treated as regular hours of work for payroll purposes and shall be paid at the otherwise applicable minimum straight time hourly wage rate.

Online Indoctrination

When the indoctrination is taken online, typically prior to the employee commencing their first regularly scheduled shift on a project, only actual hours shall be paid. However, if such actual hours are unreasonable in comparison to the time taken by other employees, then only reasonable hours shall be paid.

3.103 Notice of Termination

Where the Employer terminates the employment of an employee for a reason other than just cause, they will provide the employee two (2) week's severance after three (3) consecutive months of employment; three (3) week's severance after three (3) consecutive years of service, plus one (1) additional week severance for each year of service up to a maximum of eight (8) weeks.

3.200 On-Call Pay

Where the Employer requires an employee to be on standby during their off-duty hours the employee will be paid one (1) hour per day Monday to Friday and three (3) hours for each twenty-four (24) hour period Saturday and Sunday that they are required to be on standby. The employee will not be paid for any time in addition to the standby payment for a call which does not require them to leave their home. If the employee is required to leave their home to address the call, they will be paid at the applicable overtime rate from the time they leave their home until the time they return home in addition to the standby pay. For any employee who does not reside within the municipal limits of Port Alberni this pay will commence and conclude when they enter and leave the municipal limits of Port Alberni and not their home. Standby will be evenly distributed amongst qualified employees.

3.300 Alternate Shift Schedule

The Employer has the right to schedule employees based on the following alternate shift schedule.

3.301 Hours of Work

Ten (10) straight time hours commencing between 6:00 am and 10:00 am will constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday or Tuesday through Friday inclusive, will constitute the regular work week.

3.302 Overtime

Overtime work is voluntary for any employee who is not on Standby in accordance with the Standby provision of this Collective Agreement. No employee will be discriminated against for refusal to work overtime hours.

- (a) All hours worked beyond ten (10) hours in a day will be payable at two times (2X) the otherwise applicable straight time hourly wage rate.
- (b) The first ten (10) hours worked on a scheduled overtime shift on: the Friday of a Monday to Thursday work week, the Monday of a Tuesday to Friday work week, a Saturday, or a Sunday will be paid at one and one-half times (1½X) the otherwise applicable straight time hourly wage rate. If an employee works both Saturday and Sunday consecutively, all hours worked on Sunday will be paid at two times (2X) the otherwise applicable straight time hourly wage rate regardless of whether the overtime shift was scheduled. A shift will be considered scheduled if employees are informed of the shift prior to leaving work on their last scheduled day of work before the overtime shift.
- (c) All unscheduled hours worked on: the Friday of a Monday to Thursday work week, the Monday of a Tuesday to Friday work week, a Saturday, or a Sunday will be paid at two times (2X) the otherwise applicable straight time hourly wage rate.
- (d) All hours worked on statutory holiday, will be paid at two times (2X) the otherwise applicable straight time hourly wage rate.

3.303 Statutory Holidays

- (a) All statutory holidays which occur during a compressed work week schedule will be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.).
- (b) Any statutory holidays which occur on a regularly scheduled work day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an employee retains sole discretion to decline to work on the actual statutory holiday date and will not be discriminated against for doing so.

3.304 Minimum Daily Hours

(a) Regular Days

When an employee reports for work they will be paid for a minimum of five (5) hours at the otherwise applicable straight time hourly rate unless they were notified prior to the end of their previous shift not to report.

(b) Overtime Days

When an employee reports for work on an overtime shift (regardless of whether the shift is a short notice call-out or pre-scheduled) they will be paid the greater of a minimum of two (2) hours or one-half (½) the hours they were scheduled for at the applicable overtime rate.

(c) Where the employee reports for work after the scheduled start time or departs prior to the scheduled end time of their shift, these minimum daily hours shall not apply and they will be paid only for hours worked.

3.305 Rest and Meal Breaks

- (a) a one-half (½) hour unpaid meal break shall be at approximately mid-shift.
- (b) two (2) breaks of fifteen (15) minutes each shall be given. Time of the first break shall be at one-quarter (¼) of the work shift; the second break shall be at three-quarters (¾) of the work shift, or as near these periods as possible.
- (c) Where the work beyond ten (10) hours was not previously scheduled the Employer shall provide a hot meal; or, where providing a hot meal is not practical a payment of twenty-three dollars (\$23.00), or the maximum amount allowable under CRA guidelines, in lieu of the hot meal.

3.306 Cancellation of Alternate Work Week

In the event the Employer deems it necessary to implement a different work schedule, the Parties will meet to discuss and agree on the new schedule. Such agreement will not be unreasonably withheld.

3.400 Overtime Hours

Overtime work is voluntary and no employee will be discriminated against for refusal to work overtime hours. All overtime will be paid based on fifteen (15) minute increments. If an employee works any portion of a fifteen (15) minute increment they will be paid for the full fifteen (15) minute period.

- 3.401 All hours beyond eight (8) and up to ten (10) on a single day, including hours worked immediately before the regularly scheduled shift, will be paid at one and one-half times (1½X) the otherwise applicable straight time hourly wage rate.
- 3.402 The first ten (10) hours worked on Saturday or Sunday will be paid at one and one-half times (1½X) the otherwise applicable straight time hourly wage rate. If an employee works both Saturday and Sunday consecutively, all hours worked on Sunday will be paid at two times (2X) the otherwise applicable straight time hourly wage rate.
- 3.403 All other overtime hours, including all hours worked beyond ten (10) in a single day and all hours worked on a Statutory Holiday, will be paid at two times (2X) the otherwise applicable straight time hourly wage rate.

3.404 A minimum break of eight (8) hours will be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift will be deemed to be overtime hours and will be paid accordingly.

3.500 **Shifts**

3.501 Scheduling of Shifts

The Employer may schedule an afternoon/night shift as required. It will not be necessary for there to be a day shift in order for there to be an afternoon/night shift.

3.502 Shift Premiums

The Employer will pay a shift premium to any employee who is employed on an afternoon or night shift in accordance with the following. This shift premium will not be payable on any Saturday, Sunday, or Statutory Holiday.

(a) Day Shift

No shift premium.

(b) Afternoon/Night Shift

Three dollars (\$3.00) per hour worked for all hours worked on a scheduled shift that commences after 10:00 am.

- (i) Holiday pay will not be payable on a shift premium.
- (ii) Second and subsequent meal breaks will not be considered as hours worked.

3.600 Minimum Daily Hours

- 3.601 When an employee reports for, but does not commence, work, the Employer will pay such employee for a minimum of two (2) hours at the otherwise applicable straight time or overtime rate. When an employee commences work, the Employer will pay such employee the greater of four (4) hours or actual hours worked, at the otherwise applicable hourly rate.
- 3.602 When the Employer provides an employee with less than one (1) hours' notice of shift cancellation, the minimum daily hours will be payable regardless of whether or not the employee has actually arrived at the project site and reported for work. The Employer will make every reasonable effort to provide such notice before the employee has departed their residence, or location of accommodation if working out of town, prior to commencement of the shift.
- 3.603 In the event an employee reports to work after the scheduled start time, or elects to leave prior to the scheduled end time, of their shift they will only be paid for hours

worked.

3.700 Rest Breaks

- 3.701 Two (2) rest breaks of fifteen (15) minutes each will be provided during a scheduled eight (8) or nine (9) hour shift. A third rest break of fifteen (15) minutes duration will be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) or nine (9) hours up to a maximum of ten (10) hours.
- 3.702 Two (2) rest breaks of fifteen (15) minutes each will be provided on a scheduled ten (10) hour shift. A ten (10) hour shift will be considered to be scheduled if the employees are advised prior to the completion of the previous days' shift.
- 3.703 Rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union.

3.800 Meal Breaks

3.801 Regularly Scheduled Shifts of Ten (10) Hours or Less

One (1) meal break of one-half (½) hour will be provided on all scheduled shifts of ten (10) hours or less. Such meal break will be scheduled as near as is practical to the midpoint of the shift and will not be considered as time worked.

3.802 Shifts in Excess of Ten (10) Hours

Additional meal breaks are required on all shifts in excess of ten (10) hours regardless of whether the work beyond ten (10) hours was previously scheduled or results from unscheduled overtime.

ARTICLE 4.000 MONETARY PACKAGE

4.100 Monetary Package

Refer to Schedules "A" attached.

4.200 Allocation of Monetary Package

No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the Parties. Such mutual agreement will not be unreasonably withheld.

4.300 Wages and Premiums

4.301 Minimum Straight Time Hourly Wage Rates

The schedules of minimum straight time hourly wage rates as provided for within Schedule "A" attached will apply to all work performed in accordance with this Agreement.

4.302 First Aid Attendant

An employee who is required by the Employer to act as a First Aid Attendant will be paid a premium of one dollar (\$1.00) per hour worked while performing such duties.

4.303 Wastewater

When an employee is working on wastewater systems (black water), they will be paid a premium of one dollar (\$1.00) per hour worked while performing such duties. The Employer reserves the right to subcontract work on these systems to any subcontractor where no employee on shift is willing to perform the work required.

4.400 Employee Classifications

4.401 The employee classifications applicable to this Agreement will be as follows. The minimum straight time hourly wage rate for each classification will be as listed in Schedule "A".

(a) Heavy Duty Mechanic Chargehand

An employee appointed by the Employer to supervise Journeypersons in accordance with the job description produced by the Employer and amended from time to time.

(b) Heavy Duty Mechanic Leadhand

An employee appointed by the Employer to act as a Chargehand in the absence of the Heavy Duty Mechanic Chargehand. While the employee will perform the Chargehand tasks intermittently this rate will be the regular hourly rate for the employee.

(c) Journeyperson Heavy Duty Mechanic

A Journeyperson is an employee who holds either a Red Seal qualification or a TQ as a Heavy Duty Equipment Technician.

(d) Heavy Duty Mechanic Apprentice

All apprentices must be registered with SkilledTradesBC and must attend all training required by the SkilledTradesBC training program prior to moving from one (1) year to the next in the apprenticeship scale. Apprentices will be paid based on the following scale:

First Year	60%	of the Journeyperson rate
Second Year	70%	of the Journeyperson rate
Third Year	80%	of the Journeyperson rate
Fourth Year	90%	of the Journeyperson rate

4.402 In the event the Employer implements a new employee classification during the term of this Agreement, the Parties will meet in a timely manner to discuss the appropriate

minimum straight time hourly wage rate applicable to the new classification. In the event the Parties are unable to agree on the applicable minimum straight time hourly rate the matter will be submitted to arbitration for a final and binding resolution.

4.500 Payment of Wages

All payroll will be processed in a manner consistent with CRA regulations.

- 4.501 The Employer will, on a bi-weekly basis, pay to each employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment will be made the preceding day. Payment will be made during working hours and may be made by cheque or electronic deposit at the discretion of the Employer.
- 4.502 The Employer will pay all monies which are owing to an employee at the time of termination of employment. Alternatively, in the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies will be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- 4.503 The Employer will provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. Such statement may be provided electronically at the discretion of the Employer.
- 4.504 An employee may be required, on Employer time, to fill out time slips, service reports, and job or work reports daily, and turn them in daily, as required by the Employer.

ARTICLE 5.000 ANNUAL VACATION AND STATUTORY HOLIDAYS

5.100 <u>Vacation Pay and Statutory Holiday Pay</u>

Annual vacation pay as outlined below and statutory holiday pay of five percent (5%) of the employee's gross earnings and will be paid to each employee on each pay cheque and upon termination of employment.

5.200 Annual Vacation

An employee is entitled to annual vacation in accordance with the following:

- (a) two (2) weeks with vacation pay of four percent (4%), for a combined Vacation/HP total of nine percent (9%), commencing the date of hire;
- (b) three (3) weeks with vacation pay of six percent (6%), for a combined Vacation/HP total of eleven percent (11%), commencing in their sixth (6th) calendar year of employment; and,

(c) four (4) weeks with vacation pay of eight percent (8%), for a combined Vacation/HP total of thirteen percent (13%), commencing in their eleventh (11th) calendar year of employment.

The vacation period will be arranged by mutual agreement between the employee and the Employer. The vacation requests will not be unreasonably denied. A scheduled vacation may only be altered or cancelled by mutual agreement between the employee and Employer.

5.300 Statutory Holidays

(a) The following Statutory Holidays will apply to all work governed by this Agreement. Refer to Appendix "B" for the dates of each holiday turn the term of this Agreement.

New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

(b) Where the Employer requires an employee to work on a Statutory Holiday, all work performed on the Statutory Holiday will be paid at two times (2X) the otherwise applicable straight time hourly wage rate.

ARTICLE 6.000 EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

The schedule of Employer contributions included in Schedule "A" will apply to all work performed in accordance with this Agreement.

6.100 <u>Employer Contributions</u>

6.101 Operating Engineers Benefit Plan

The Employer will contribute the amount contained in Schedule "A" for each hour worked by each employee covered by this Agreement to the Union Benefit Plan. The Employer agrees to be bound by the terms of the Trust Agreement.

6.102 Operating Engineers Pension Plan

The Employer will contribute the amount contained in Schedule "A" for each hour earned by each employee covered by this Agreement to the Union Pension Plan. The Employer agrees to be bound by the terms of the Trust Agreement.

For any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Collective Agreement the Employer's contribution to the Pension Plan will be redirected by the Trustees to another fund.

6.103 IUOE Training Association Fund

The Employer will contribute the amount contained in Schedule "A" for each hour worked by each employee covered by this Agreement to the IUOE Training Association Fund.

6.104 IUOE Advancement Fund

The Employer will contribute the amount contained in Schedule "A" for each hour worked by each employee covered by this Agreement to the IUOE Advancement Fund.

6.105 Tool Allowance Fund

The Employer will contribute the amount contained in Schedule "A" for each hour worked by each employee covered by this Agreement to the Tool Allowance Fund.

6.106 BCD&A Drug and Alcohol Program Society Fund

- (a) The Construction Industry of British Columbia Substance Use Testing & Treatment Program Policy (the "D&A Policy") will apply to this Collective Agreement.
- (b) The Employer will contribute the amount contained in Schedule "A" for each hour worked by each employee covered by this Agreement to the BCD&A Drug and Alcohol Program Society (the "D&A Society").

6.107 Construction Industry Rehabilitation Plan

The Employer will contribute the amount contained in Schedule "A" for each hour worked by each employee covered by this Agreement to the Construction Industry Rehabilitation Plan (CIRP).

6.108 Contract Administration Fund (CAF)

- (a) The Employer will contribute the amount contained in Schedule "A" for each hour worked to CLR. The Employer may alter the required amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union will collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the Monthly Remittance Cover Sheet. Such payments will be made by the Union not later than the fifteenth (15th) of the month following the month in which such amount was received and will be accompanied with a summary report that provides hours of work and fund remittances by the Employer.

6.200 Employee Deductions

The schedule of employee deductions included in Schedule "A" will apply to all work performed in accordance with this Agreement. All employee deductions will be calculated on the basis of hours worked.

6.201 Working Dues

The Employer will deduct Union dues in the amount directed by the Union. The Union may alter the deduction amount by providing the Employer with sixty (60) calendar days' written notice.

6.202 Construction Industry Rehabilitation Plan

The Employer will deduct the amount contained in Schedule "A" for each hour worked by each employee covered by this Agreement for the Construction Industry Rehabilitation Plan (CIRP).

6.300 Health and Fitness Plan

Employees are entitled to an annual reimbursement of up to six hundred dollars (\$600.00) per year for Health & Wellness related expenses based on presentation of receipts. This payment will be processed in accordance with the Employer's policy.

ARTICLE 7.000 MONTHLY REMITTANCES

The timely remittance of Employer contributions and employee deductions required in accordance with this Agreement is essential for the protection of the employees and other beneficiaries.

7.100 General Provisions

7.101 The Employer will remit all Employer contributions and employee deductions required under the terms of this Agreement.

7.102 Such remittance will:

- (a) be made by a single payment, payable to the Union designated Plan Administrator, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
- (b) be accompanied by a correctly completed Monthly Remittance Cover Sheet, and
- (c) be received by the Union designated Plan Administrator not later than the fifteenth (15th) day of the month following that for which such payments are payable.
- 7.103 (a) The Union designated Plan Administrator will, once each month after receiving the combined monthly remittance from the Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.
 - (b) The Union may deduct a monthly administration handling fee from each amount to be allocated or distributed, providing such fee does not exceed five percent (5%) of the total payment, to a maximum of fifty dollars (\$50.00).
- 7.104 A representative of the Union may inspect, during regular business hours, the Employer's record of time worked by employees and contributions made to the Plans.

7.200 "Nil" Reports

The Employer will submit a "Nil" report if the Employer had employed no employees during the period for which payments would otherwise have been payable. The Employer will not be required to submit a "Nil" report for a period in which no employees had been employed if the Union has been notified, in writing, that the Employer is either temporarily suspending their operations or is no longer in business.

7.300 Delinquent Remittance

- 7.301 In the event the Employer fails to remit in the manner set forth in this Article, the Union may, at its sole discretion, take any economic action it deems necessary against the Employer, and such action will not be considered a violation of this Agreement.
- 7.302 The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

7.400 Monthly Remittance Cover Sheet

The Union will supply the Employer with copies of the "Monthly Remittance Cover Sheet".

ARTICLE 8.000 TRAVEL AND OUT-OF-TOWN PROJECTS

All travel time will be paid in accordance with this Article and will not be considered as "hours worked" for the purpose of Employer contributions.

8.100 Travel on a Scheduled Day of Rest

- 8.101 An employee required to travel to a work site outside of Port Alberni will be provided with an Employer vehicle and will be paid one and one-half times (1.5X) the applicable straight time hourly wage rate for all time spent travelling. Where the Employer does not provide a vehicle the employee will be paid, in addition to travel time, a mileage allowance equivalent to the CRA reasonable allowance rate for each kilometre driven.
- 8.102 Where the Employer requires the employee to fly to an out of town work site the Employer will arrange for the flight from the Nanaimo Airport to the project site. The employee will be paid for the scheduled flight time plus an additional one (1) hour and the Employer will provide transportation from the destination airport to the accommodation or work site as required.
- 8.200 Where an employee travels to a work site outside of Port Alberni on a scheduled work day the hours spent traveling will be considered part of their working day. Where the employee is flying to the out of town project the same conditions outlined for travel of a day of rest above will apply.
- 8.300 No employee will be required to be out of pocket for any expenses related to their travel; however, they are required to submit proper receipts to the Employer in order to be reimbursed

for reasonable expenses.

- 8.400 In the event an employee reports to work and work cannot commence due to circumstances beyond the Employer's control, the Employer will determine whether to have the employee stand by or go to an alternate site. If the employee is required to stand by, they will be paid eight (8) hours at the employee's straight time hourly wage rate.
- 8.500 An employee required to work out of town will be provided with one (1) of the following based on mutual agreement between the Employer and the employee:
 - (a) An Employer provided room and reimbursement for reasonable expenses upon presentation of receipts;
 - (b) An Employer provided room and a daily meal allowance of ninety-two dollars and fifty cents (\$92.50); or,
 - (c) A daily Living Out Allowance of two hundred dollars (\$200.00) in lieu of employer provided accommodations and expenses.

ARTICLE 9.000 HIRING AND MOBILITY OF WORKFORCE

9.100 **Hiring**

- 9.101 The Union will actively assist the Employer in recruiting and supplying qualified (i.e. appropriately trained, certified and ready to work) prospective employees.
- 9.102 The Employer retains the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work.
- 9.103 Whenever the Employer hires an individual who is not a member of the Union, such individual will make application to become a Union member within fourteen (14) calendar days of hire. The Union will accept such individual into its membership unless the Parties mutually agree, in writing, to the contrary. All terms and conditions of this Agreement will apply from date of hire.
- 9.104 In the event an employee ceases to be a member in good standing of the Union, the Employer will terminate the employment of such employee upon receiving written confirmation and direction to do so from the Union. The Union will indemnify the Employer for such actions when in accordance with the Union instructions.
- 9.105 A probationary period for new employees will be ninety (90) calendar days, starting from the employee's date of hire, unless extended by mutual agreement.

9.200 Mobility

If the Employer directs an employee to transfer from one (1) work site to another during working hours, the Employer will provide transportation or, if the employee uses their personal vehicle, will pay a mileage allowance equivalent to the CRA reasonable allowance rate.

9.300 Reduction in Crew

- 9.301 The Employer will notify the Job Steward prior to a reduction in the size of the crew.
- 9.302 When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment will be given to Job Stewards.

ARTICLE 10.000 LEAVES OF ABSENCE

10.100 Union Leave

The Employer will grant an unpaid leave of absence to an employee for the purpose of attending to Union business when requested, in writing, to do so by the Union. The Employer may deny such request for valid reasons. No employee who acts within the scope of this Article will lose their job or be discriminated for doing so.

10.200 Military Leave

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

10.300 Pregnancy and Parental Leave

Employees will be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Canada Labour Code*.

10.400 Illness or Injury Leave

Employees are entitled to Injury and Illness Leave in accordance with the provisions of the *Canada Labour Code* in effect on July 1, 2025.

10.500 Bereavement Leave

Employees are entitled to Bereavement Leave in accordance with the provisions of the *Canada Labour Code*.

10.600 Other Leaves

In addition to the above, employees are also entitled to any other statutory leave contained in the *Canada Labour Code*. An employee desiring a leave of absence for reasons not governed by this Article they must obtain permission, in writing, from the Employer for this leave.

ARTICLE 11.000 HEALTH AND SAFETY

11.100 Safety Equipment

11.101 (a) The Employer is responsible for providing all personal protective equipment at no cost to an employee, and for enforcing the use of such equipment. This

- includes fall, respiratory, eye and hearing protection, and any other specialized protective equipment required by the Occupational Health and Safety Regulation.
- (b) The Employer may deduct the cost of employer supplied safety equipment from an employee's pay cheque if such equipment is not returned.
- (c) All personal protective equipment provided by the Employer will be properly fitted.
- (d) Rain gear, personal flotation devices, and coveralls will be provided in accordance with the Employer policy in effect prior to the signing of this Collective Agreement.
- (e) After six (6) months of continuous employment an employee is entitled to be reimbursed for the purchase of safety boots, laces, repairs, toe caps, or insoles up to two hundred dollars (\$200.00) per year, for purchases made within the calendar year, upon presentation of receipts.
- 11.102 All equipment, tools, and materials will conform, and be utilized in conformity, with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations will be complied with provided they are not inconsistent with the foregoing. It will not be considered a violation of this Agreement should an employee refuse to work in conditions or use equipment that do not meet prescribed safety standards or regulations.

11.200 Accident Prevention Regulations

- 11.201 The Parties will, at all times, comply with the accident prevention regulations of the Workers Compensation Act and any refusal on the part of an employee to work in contravention of such regulations will not be deemed to be a breach of this Agreement. No employee will be discharged because such employee fails to work under unsafe conditions as set out in the regulations.
- 11.202 (a) Employees will abide by WSBC regulations or posted Employer safety regulations at all times.
 - (b) Employees will abide by any/all project site rules at all times.
- 11.203 Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.
- 11.204 Occupational Health and Safety Committee

The Parties will hold occupational health and safety meetings as required by WorkSafeBC.

11.300 Project Inspections

The Job Steward, or where there is a safety committee a Union representative of such

committee, will accompany the WSBC inspector on all project inspections.

11.400 <u>Injured or Sick Employees</u>

- 11.401 The Employer will cover all transportation costs not otherwise covered by the WSBC for any employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing will also apply for any employee residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WSBC, if the First Aid Attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.
- 11.402 If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Occupational First Aid Attendant recommends rest until the next day, then the injured employee will be paid for the full shift.

11.500 Modified Work Program

If an employee is injured or becomes ill as a result of their employment, the employee will be required to participate in a modified work program unless such employee's physician specifically recommends otherwise in writing.

ARTICLE 12.000 WORKING CONDITIONS

12.100 Harassment and Discrimination

Employees have the right to work in an environment free from harassment. In addition, discrimination under the prohibited grounds of the *Canadian Human Rights Act* will not be tolerated.

12.200 Project Facilities

12.201 Drinking Water

Where there is no potable running tap water available, cool drinking water in approved sanitary containers will be provided.

12.202 Clean Up Facilities

The Employer will provide clean up facilities, hand cleaner and paper towels.

12.203 Lunchroom

The Employer will supply suitable enclosed heated accommodation where employees may have their lunch. Lockers for personal belongings will be supplied in all fixed locations for each employee.

12.300 Employee Discipline and Personnel Files

12.301 An employee will be given a written copy of any discipline including verbal and written warnings. A copy will also be provided to the Union unless the employee requests

otherwise.

12.302 Employee's personnel files will be made available to the employee upon request.

12.400 Tools, Equipment and Protective Clothing

- 12.401 The tools of an employee starting a new job will be in good condition and will be kept so on the Employer's time.
- 12.402 The cost of transporting an employee's tools will be paid for by the Employer. When the Employer makes arrangements for transporting an employee's tools such employee will not suffer loss of wages because their tools are not available to them.
- 12.403 An employee will provide the ordinary tools of their trade. The Employer will provide any speciality tools.
- 12.404 In the event an employee's outer clothing or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

12.405 Tool Insurance

- (a) Employees shall submit an inventory of their tools and working apparel while employed by the Employer. This list will be presented on a form provided by the Employer and will include the model, make, serial number (if applicable), and approximate replacement cost of all items.
- (b) The Employer reserves the right to decline to insure tools it deems are not necessary or are more expensive than required for the job. In that case, the employee shall have the right to either take those tools home or continue to use them with insurance only to the level deemed reasonable by the Employer.
- (c) Upon receipt and approval of the tool inventory, the Employer will insure tools against theft, excessive wear and tear, or unrecoverable loss during use (e.g. drops into an unrecoverable location).
- (d) Prior to submitting a claim under this Article for replacement of a tool the employee must contact the manufacturer for available warranty coverage.
- (e) Upon proof of theft, excessive wear, or unintentional loss, the Employer will either replace or cover the replacement cost of any tool that was included on the approved inventory form and not covered by a manufacturer warranty.
- (f) Claims for replacement under this insurance must be submitted in writing to the Employer and include the applicant's name, date and time of the loss, the nature of the loss, and the tools requested for replacement. Damaged or broken tools must be returned with the application.
- (g) All thefts of seventy-five dollars (\$75.00) or more must be reported to the police

and the police report claim number must accompany the application for replacement.

ARTICLE 13.000 JOINT LABOUR/MANAGEMENT MEETINGS

The Parties may meet to address issues of mutual interest and importance. Such meetings will be scheduled on an "as needed basis". Any proposed changes to this Agreement which are mutually agreed to by the Parties at such meetings will be in writing, but will not be implemented until such changes are duly ratified by the Parties.

ARTICLE 14.000 ENABLING

The Union and the Employer may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. The Parties agree not to reduce the Employer contribution amount to CAF.

ARTICLE 15.000 GRIEVANCE PROCEDURE

Any differences arising between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any difference arising from the dismissal or suspension of an employee, will be finally and conclusively settled without stoppage of work as hereinafter provided.

15.100 Stage 1

The employee involved, preferably with the Shop Steward, will first take up the matter with their Foreperson or supervisor directly in charge of the work within seven (7) calendar days of the date the employee knew, or ought to have known, about the alleged violation. In the case of grievances relating to an employee's pay they will be deemed to have been known on the day the Employer provided them with their pay stub.

15.200 Stage 2

Failing resolution at Stage 1, the matter may be referred to Stage 2 no later than five (5) calendar days following the meeting in Stage 1. Once advanced, Union representatives and the Employer's representatives will discuss and, if possible, settle the matter.

15.300 Stage 3

Failing resolution at Stage 2, the matter may be referred to Stage 3 no later than five (5) calendar days following the meeting in Stage 2. To advance a matter to Stage 3, the Grievance must be set out in writing by the grieving Party and referred to the other Party. Once a matter is advanced to Stage 3 the Parties will meet to discuss the matter and the respondent to the grievance will respond in writing.

15.400 Stage 4 (Arbitration)

Failing resolution at Stage 3 within fourteen (14) calendar days, the Grievance will be referred to a single Arbitrator. In the event the Parties are unable to mutually agree on an Arbitrator

they will apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator. The Arbitrator must hear and determine the difference and issue a decision, which is final and binding on the Parties and any person affected by it. Each party will pay its own costs and expenses of arbitration, and one-half (½) the compensation and expenses of the Arbitrator.

15.500 The timelines described above are exclusive of statutory holidays and may only be extended by mutual agreement between the Parties.

15.600 Discipline

An employee has the right to have a Union representative present when disciplinary action may be taken. Where the employee does not elect to have a Union representative present, or a Union representative is not available for the meeting, the absence of a Union representative shall not affect the Employer's right to discipline the employee.

15.700 When an employee is suspended for disciplinary reasons, the suspension will not be considered a layoff.

ARTICLE 16.000 SAVINGS CLAUSE

- 16.100 In the event that any clause, section or article 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 clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article 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, will not be affected thereby.
- 16.200 In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the Parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.
- 16.300 In the event the Parties do not agree on such a mutually satisfactory replacement, they will submit the dispute to the grievance procedure.

ARTICLE 17.000 EFFECTIVE DATE AND DURATION

- 17.100 This Collective Agreement will be for the period from June 29, 2025 to April 30, 2028 inclusive, and from year to year thereafter subject to the right of either party to this Collective Agreement to require the other party to commence collective bargaining. Notice to commence collective bargaining may be served within four (4) months immediately preceding the expiry date of the Agreement, or three (3) months preceding the anniversary date in any year thereafter.
- 17.200 Should either party give written notice in accordance with this Article, this Collective Agreement will thereafter continue in full force and effect until the Union gives notice of strike; the Employer gives notice of a lockout' or the Parties conclude a renewal or revision of this Collective Agreement, or a new Collective Agreement.

SIGNATURE OF PARTIES

Dated this 6 day of August, 2025.

Dated this 7 day of August, 2025.

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations Association of BC

International Union of Operating Engineers, Local 115

Gavin Cross

Business Representative

Brian Haugen

Business Representative

SCHEDULE "A" Minimum Straight Time Hourly Wage Rates & Employer Contributions/Employee Deductions

Minimum Straight Time Hourly Wage Rates

	Index	June 29, 2025	May 3, 2026	May 2, 2027
Heavy Duty Mechanic Chargehand	105%	\$55.20	\$56.86	TBD
Heavy Duty Mechanic Leadhand	102.5%	\$53.88	\$55.50	TBD
Journeyperson Heavy Duty Mechanic	100%	\$52.57	\$54.15	TBD

Above rates reflect increases to the wage rate of 6% effective June 29, 2025 and 3% effective May 3, 2026. Effective May 2, 2027 the Journeyperson wage rate will be increased by an amount equal to the annual average percent change in the 2026 All Items Index British Columbia Consumer Price Index (2002 = 100%) plus one-half percent (0.5%).

Employer Contributions

	June 29, 2025	May 3, 2026	May 2, 2027
Benefit Plan	\$2.60	\$2.70	\$2.80
Pension Plan	\$4.50	\$5.00	\$5.50
IUOE Training Association Fund	n/a	\$0.10	\$0.25
IUOE Advancement Fund	\$0.05	\$0.05	\$0.10
Tool Allowance Fund	\$0.06	\$0.06	\$0.06
D&A Society	\$0.01	\$0.01	\$0.01
CIRP	\$0.04	\$0.04	\$0.04
CAF	\$0.11	\$0.11	\$0.11
Total Employer Contributions	\$7.37	\$8.07	\$8.87

Employee Deductions

	June 29, 2025	May 3, 2026	May 2, 2027
Working Dues	\$1.05	\$1.08	TBD
CIRP	\$0.04	\$0.04	\$0.04
Total Employee Deductions	\$1.09	\$1.12	TBD

Total Remittances

	June 29, 2025	May 3, 2026	May 2, 2027
Total Remittance @ Straight Time	\$8.46	\$9.19	TBD
Total Remittance @ 1.5X	\$10.71	\$11.69	TBD
Total Remittance @ 2X	\$12.96	\$14.19	TBD

APPENDIX "A" Schedule of Statutory Holidays

The following schedule of statutory holidays will be applicable to the interpretation of this Agreement.

1. 2025

General Holiday	<u>Actual Date</u>	Observed Date
New Year's Day	Wednesday, Jan. 1st	Wednesday, Jan. 1st
Family Day	Monday, Feb. 17th	Monday, Feb. 17 th
Good Friday	Friday, Apr. 18 th	Friday, Apr. 18th
Victoria Day	Monday, May 19 th	Monday, May 19th
Canada Day	Tuesday, July 1st	Tuesday, July 1st
BC Day	Monday, Aug. 4th	Monday, Aug. 4th
Labour Day	Monday, Sept. 1st	Monday, Sept. 1st
National Day for Truth and Reconciliation	Tuesday, Sept. 30 th	Tuesday, Sept. 30th
Thanksgiving Day	Monday, Oct. 13th	Monday, Oct. 13th
Remembrance Day	Tuesday, Nov. 11 th	Tuesday, Nov. 11 th
Christmas Day	Thursday, Dec. 25 th	Thursday, Dec. 25 th
Boxing Day	Friday, Dec. 26 th	Friday, Dec. 26 th

2. 2026

Actual Date	Observed Date
Thursday, Jan. 1st	Thursday, Jan. 1st
Monday, Feb. 16 th	Monday, Feb. 16 th
Friday, Apr. 3 rd	Friday, Apr. 3 rd
Monday, May 18 th	Monday, May 18 th
Wednesday, July 1st	Wednesday, July 1st
Monday, Aug. 3 rd	Monday, Aug. 3 rd
Monday, Sept. 7 th	Monday, Sept. 7 th
Wednesday, Sept. 30 th	Wednesday, Sept. 30th
Monday, Oct. 12 th	Monday, Oct. 12th
Wednesday, Nov. 11th	Wednesday, Nov. 11th
Friday, Dec. 25 th	Friday, Dec. 25th
Saturday, Dec. 26th	Monday, Dec. 28th
	Thursday, Jan. 1 st Monday, Feb. 16 th Friday, Apr. 3 rd Monday, May 18 th Wednesday, July 1 st Monday, Aug. 3 rd Monday, Sept. 7 th Wednesday, Sept. 30 th Monday, Oct. 12 th Wednesday, Nov. 11 th Friday, Dec. 25 th

3. 2027

General Holiday	<u>Actual Date</u>	Observed Date
New Year's Day	Friday, Jan. 1 st	Friday, Jan. 1 st
Family Day	Monday, Feb. 15th	Monday, Feb. 15th
Good Friday	Friday, Mar. 26th	Friday, Mar. 26th
Victoria Day	Monday, May 24th	Monday, May 24th
Canada Day	Thursday, July 1st	Thursday, July 1st
BC Day	Monday, Aug. 2 nd	Monday, Aug. 2 nd
Labour Day	Monday, Sept. 6th	Monday, Sept. 6th
National Day for Truth and Reconciliation	Thursday, Sept. 30th	Thursday, Sept. 30th
Thanksgiving Day	Monday, Oct. 11th	Monday, Oct. 11th
Remembrance Day	Thursday, Nov. 11th	Thursday, Nov. 11th
Christmas Day	Saturday, Dec. 25th	Monday, Dec. 27th
Boxing Day	Sunday, Dec. 26 th	Tuesday, Dec. 28th

4. 2028

General Holiday	Actual Date	Observed Date
New Year's Day	Saturday, Jan. 1 st	Monday, Jan. 3 rd
Family Day	Monday, Feb. 21st	Monday, Feb. 21st
Good Friday	Friday, Apr. 14 th	Friday, Apr. 14 th
Victoria Day	Monday, May 22 nd	Monday, May 22 nd
Canada Day	Saturday, July 1st	Monday, July 3 rd
BC Day	Monday, Aug. 7 th	Monday, Aug. 7 th
Labour Day	Monday, Sept. 4th	Monday, Sept. 4th
National Day for Truth and Reconciliation	Saturday, Sept. 30th	Monday, Oct. 2 nd
Thanksgiving Day	Monday, Oct. 9th	Monday, Oct. 9th
Remembrance Day	Saturday, Nov. 11th	Monday, Nov. 13th
Christmas Day	Monday, Dec. 25th	Monday, Dec. 25th
Boxing Day	Tuesday, Dec. 26th	Tuesday, Dec. 26th