

THE HYDRAULIC DREDGING AGREEMENT

COLLECTIVE AGREEMENT BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)
On its own behalf and on behalf of Fraser River Pile and Dredge (GP) Inc. ("FRPD")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 115

MAY 1, 2022 to APRIL 30, 2025

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THE HYDRAULIC DREDGING AGREEMENT

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

On its own behalf and on behalf of Fraser River Pile and Dredge (GP) Inc. ("FRPD")

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

ARTICLE 1: OBJECTS

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

ARTICLE 2: DURATION

This Agreement shall be in full force and effect from and including May 1, 2022 to and including April 30, 2025 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, 2025 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

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

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

ARTICLE 3: EXTENT

3.01 Application:

This Agreement shall apply to all Employees of the Employer engaged in the classifications listed in Schedule "A" hereof, on all dredging and allied work only, undertaken by the Employer including those employed in dredge repair and maintenance yards, and shall be binding on the Employer and the Union and their respective successors and assigns.

Notwithstanding the foregoing, on that work covered by the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada, such work shall be performed under the conditions set out in the aforementioned agreements.

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

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

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

3.03 Indemnity Clause:

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

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

ARTICLE 4: WAGES

4.01 Hourly Wage Rates:

The Employer shall pay wages to every Employee covered by this Agreement at the rates set forth in Schedule "A" hereunto annexed in respect of the various classifications therein contained. Schedule "A" shall be deemed to be contained in, and form a part of this Agreement.

4.02 Benefits Plan and Pension Plan:

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

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

4.03 Annual Vacation and General Holiday Pay:

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

Each Employee is entitled to a minimum vacation period of four (4) weeks each year. Employees with ten (10) years of service or greater will be entitled to a vacation period of six (6) weeks each year. The vacation period will be arranged by mutual agreement between the Employees and the Employer.

When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Remembrance Day, Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the Monday prior to such General Holiday and the actual day of such holiday shall be worked and paid for as a normal work day. Work performed on the day upon which it

has been agreed that the holiday will be observed shall be paid for at two (2) times the rate of pay.

The recognized holidays are:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Friday prior to British Columbia Day	First Monday in August (British Columbia Day)	Friday prior to Labour Day
Labour Day	National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and any day declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day and Christmas Day, except in case of emergency. The employer will avoid scheduling work on National Day for Truth and Reconciliation and Remembrance Day where possible. All work performed on General Holidays shall be paid for at two times the rate of pay.

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

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

4.04 Payment of Wages and Subsistence Allowances:

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

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

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

Expense claims will be processed within seven (7) days of the Employer receiving a completed expense claim form. Expense payments will be made in accordance with the Employer's reimbursement processes with the next available payment run. If expenses are added to an Employees pay they will be shown as a separate line item on the paystub.

In the event that an Employee covered by this Agreement ceases, for any reason, to be an Employee of the Employer, the Employer shall pay such Employee not later than the second business day after the individual ceases to be an Employee of the Employer, all wages, salary and holiday pay earned by the Employee. A cheque mailed to the last known address of the Employee within the time limits provided for above shall constitute compliance with this provision.

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

The Employer will provide a separate or detachable itemized statement with each pay period, showing the number of hours at straight time rate and at overtime rate, the wage rate, contributions and total deductions from the amount earned with a year to date total. It is further understood that itemized pay slips will be provided no later than the end of the shift on Friday and may be sent electronically to the Employee's e-mail address and/or printed out and hand-delivered. The Employer shall ensure the Employee(s) receive access to their pay slip.

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

4.05 Direct Deposit:

The Employer will direct deposit all wages earned to the Employee's bank account, on the weekly pay day of Friday. Where the pay day falls on a statutory holiday, the Employee's pay will be deposited on Thursday.

4.06 New Classifications:

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

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

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Article 23: Technological Change.

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

4.07 Site Specific Training:

The Employer shall pay the cost of any site specific training (including paying for the time to attend the course at straight time rates) they require an Employee to take before reporting to a specific job. It is agreed this Article shall not apply to any training which the Employee received prior to being dispatched to the specific job period.

This Article shall also apply to commencing any indoctrinations/onboarding done before arriving to site.

4.08 Confined Space:

Employees required to work inside a confined space not designated as a normal work area, will receive a premium of four dollars (\$4.00) per hour over and above their regular hourly rate. A two (2) hour minimum will apply. This premium will not apply when an Employees duty takes less than one half (1/2) hour.

ARTICLE 5: HOURS OF WORK AND OVERTIME

5.01 Regular Hours:

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

Employee(s) required to attend a safety meeting, perform pre-shift work, complete a Field Level Risk Assessment card prior to the start of their shift, will receive the prevailing overtime rate of pay.

5.02 Yard Maintenance:

Regular hours – on yard maintenance eight and one-half (8-1/2) hours shall constitute the day shift including one-half (1/2) hour for lunch between the hours of 7:00am and 3:30pm and eight and one-half (8-1/2) hours including one-half (1/2) hour for lunch shall constitute the afternoon shift between the hours of 3:30pm and 12:00am. Five (5) days shall constitute a week's work.

i.e.	Day Shift:	Monday 7:00am to Friday 3:30pm.
	Afternoon Shift:	Monday 3:30pm to Friday 12:00am.

The start of the work week shall be Monday 7:00am, by mutual agreement the Parties may adjust the starting time by one (1) hour. Where Employees are required to work ten (10) hours or more per day then it is agreed that an additional coffee break shall occur at the end of eight (8) hours of work.

ARTICLE 6: SHIFTS

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

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

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

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

Where more than one (1) ten (10) hour shift is worked the starting time of the second shift shall immediately follow the conclusion of the day shift.

6.03 Shift Differential:

(a) Afternoon Shift

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

(b) Graveyard Shift

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

A shift commencing on one (1) day and continuing into the next day will be considered as work performed on the day on which the shift commences.

Shift differential on straight time days shall be paid at straight time rate and on overtime days at two (2) times the rate of pay.

- 6.04 All hours worked outside the regular hours, or the accepted variations therefrom, and outside the established shift hours, shall be considered overtime, until a break of ten (10) hours occurs, and shall be paid for at two times (2X) the rate of pay. This ten (10) hour break shall be reduced to eight (8) hours when required to accommodate rotating shifts to comply with Article 6.02.

6.05 Call-Out Time:

- (a) Where an Employee is called out for work, they shall be paid:
- (i) on regular shifts eight (8) hours at straight time; if no work is performed four (4) hours at straight time.
 - (ii) on Saturdays, Sundays and General Holidays four (4) four hours at two times the rate of pay.
 - (iii) call-out not connected to or after the regular shift, Employees shall receive a minimum of four (4) hours pay at two times the rate of pay.
- (b) Where an Employee is called out for relief work or replacement of a regular crew member, they shall receive a minimum of two (2), eight (8) hour shifts.
- (c) Provided however, that the worker has reported to the jobsite in person, in a competent condition to carry out their duties, and provided adequate notice has not been given not to report to work. Adequate notice shall be construed as follows:

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

Each Employee shall provide the Employer with their telephone number where they may be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

- (d) The Employer shall pay to every Employee covered by this Agreement, who works at least the equivalent of eight (8) hours for each shift, provided the Employee is available for work.

If the Employee works more than four (4) hours on a Saturday, Sunday, or General Holiday, they will be paid minimum hours as follows:

- Four (4) to six (6) hours worked – six (6) hours' pay
- More than six (6) hours worked – eight (8) hours' pay

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

ARTICLE 7: TRANSPORTATION

7.01 Hiring and Termination:

- (a) When upon commencing employment on a job, Employees are required to travel to the job, they shall receive from the Employer the cost of transportation from point of hire, meals and a sleeper if night travel is necessary.
- (b) If an Employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.
- (c) If an Employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation shall be paid by the Employer.
- (d) If an Employee quits or is discharged when having been on the job forty-five (45) calendar days, return transportation shall be paid by the Employer.
- (e) Eight (8) hours' pay at straight time will be paid out of every twenty-four (24) hours traveled, subject to the same conditions as govern transportation. Where time required to travel is less than eight (8) hours, the Employee may be required to work for the unexpired time up to eight (8) hours.
- (f) When an Operating Engineer is required to provide mechanic's tools, the cost of transporting all such tools to and from the job shall be borne by the Employer, subject to the same provisions as govern transportation.

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

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

The Employer will reimburse the Employee for baggage fees incurred, up to two checked bags of fifty (50) pounds each. Beyond the fifty (50) pounds the Employer will ship work related excess baggage upon request. This will also apply to periodic leaves.

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

- (g) If the Employer fails to provide work and requires an Employee to stand by, the Employer shall pay the Employee a minimum of eight (8) hours' pay for each shift of stand-by.

- (h) On jobs inaccessible to public transportation, the Employer agrees to supply or arrange for suitable transportation. On jobs where an Employee is confronted with excessive travelling time, the Employer agrees to pay travel time on a mutually satisfactory basis.
- (i) On the jobs where travelling provisions are not otherwise provided for in this Agreement, they will be discussed and decided at the pre-job discussions between the Employer and the Union.
- (j) Periodic Leave

On out-of-town projects of over thirty (30) calendar days' duration, the Employer shall provide leave every twenty-eight (28) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job.

The schedule of leaves is to be agreed at a pre-job meeting between the Union and the Employer. If the interval exceeds twenty-eight (28) days, Travel time shall be paid in accordance with Article 7: Transportation.

Employees required to work beyond thirty (30) calendar days shall receive two times (2X) the rate of pay for all hours worked beyond the thirty (30) days until the next periodic leave, unless a variation has been agreed at a pre-job meeting or by mutual consent between the Union and the Employer in special circumstances.

The phrase "out of town projects" contained in the Collective Agreement shall be defined as projects where an Employee's travel distance is prohibitive to returning home daily or on weekends. Projects of this nature will be discussed with the Union prior to the commencement of the job to establish turnaround provisions.

The extent of the leave shall be for a minimum of five (5) days to a maximum of seven (7) days or a number of days mutually agreed between the Union and the Employer's representative. If the leave includes a Statutory Holiday, the extent of the leave shall be for a minimum of six (6) to a maximum of eight (8) days. The timing of the leave shall also be decided by mutual agreement. In no event will an Employee receive leave unless they actually return to their place of departure.

Living-out allowance shall not be paid during leave periods.

At Christmas shut-downs, all Employees will be paid return fare, provided they return to the job. In the case of Employees not returning to the job after the shutdown, the provisions of Article 7.01: Hiring and Termination will apply.

7.02 Local Travel – Vancouver Metropolitan Area:

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

Local transportation and traveling time shall be paid as in Appendix "A". See the chart below for clarification.

Appendix "A":

May 1, 2022

Zone "A"	\$16.00
Zone "B"	\$18.00
Zone "C"	\$21.00
Zone "D"	\$23.00
Zone "E"	see below

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

Employees working in Zone "E" shall be entitled to a daily travel allowance of ninety (\$90.00) dollars per day for those traveling back and forth to the job each day or first class room and board where necessary as determined by the Union.

7.03 Out of Province Travel:

The terms of this Agreement will apply to IUOE 115 Members working on jobs outside of British Columbia unless the Employer is signatory to a different IUOE Agreement in that Province or Territory. Travel time conditions will be negotiated at a pre-job meeting.

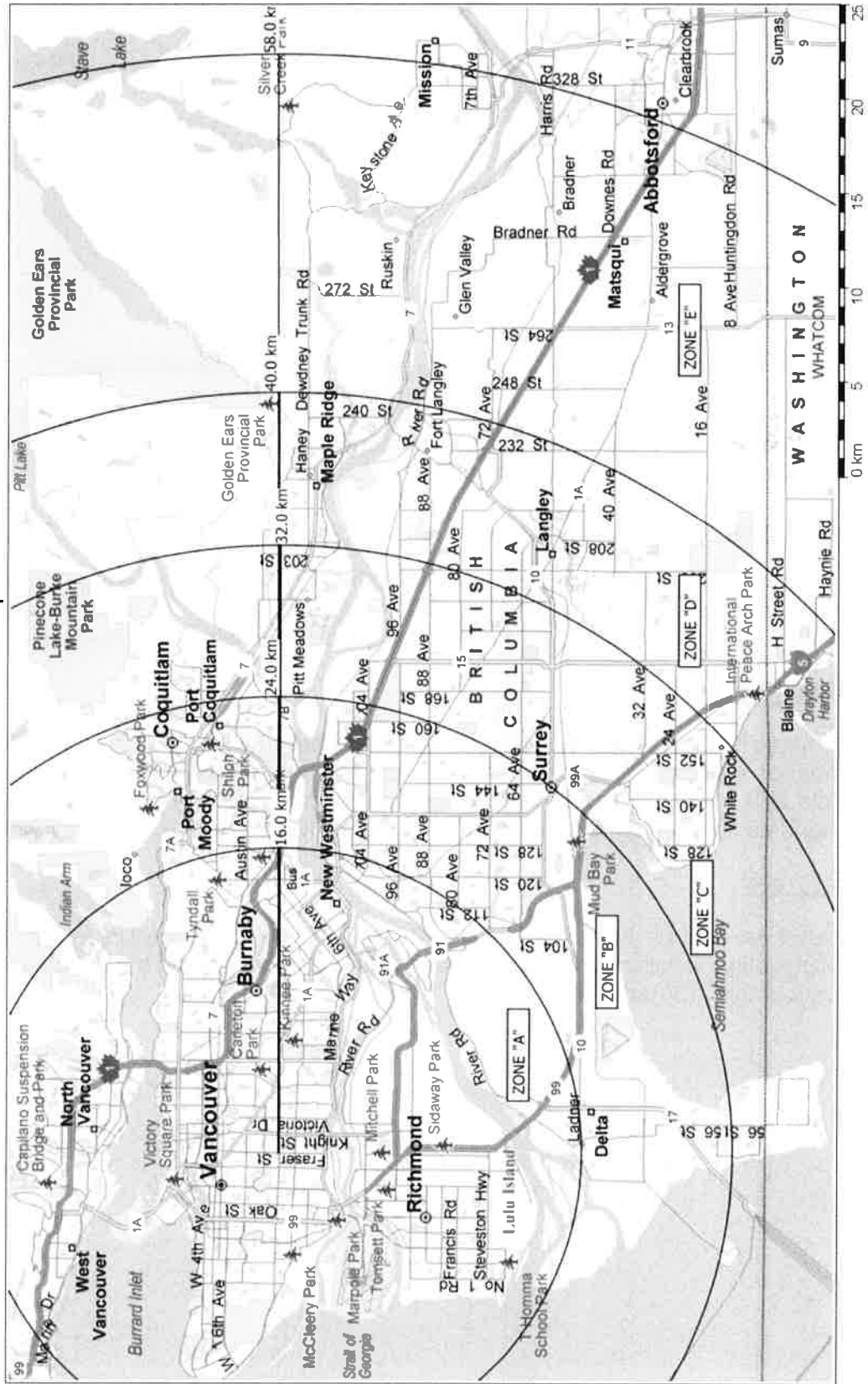
7.04 Daily Air Travel:

If Employees are transported daily to work and return by airplane or other modes of flight, kilometres shall be paid to the point of departure in accordance with the Local Transportation Article and travel time shall be paid as part of the regular scheduled workday from the designated time of departure until return to the point of departure except for working hours.

7.05 Boat Travel:

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

GVRD Zone Map



ARTICLE 8: OUT-OF-TOWN ACCOMMODATION

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

Camp accommodations when supplied, shall meet all the standards and requirements of the BC Construction Camp Rules and Regulations.

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

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

These accommodations shall provide single room accommodation for each Employee.

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

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

Employees residing in camps or Employer-supplied accommodation may, on any weekend (including Statutory Holidays) check-out of such accommodation and the Employer shall pay them forty dollars (\$40.00) per day check out.

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

ARTICLE 9: WORKING CONDITIONS

9.01 Each dredge shall be equipped with adequate lunch room facilities and a proper dryroom and locker room for the crew to dry and keep their clothes, or similar facilities otherwise provided. Adequate lunch room facilities with a proper dryroom and locker room shall also be provided on the shore side.

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

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

9.03 Employees assigned to ride on a tug while towing a dredge or drill barge shall be paid twelve (12) hours at two (2X) times the rate of pay for each twenty-four (24) hour period or portion thereof,

i.e. 6 hours = 12 hours, two times (2X) the rate of pay

19 hours = 12 hours, two times (2X) the rate of pay
25 hours = 24 hours, two times (2X) the rate of pay

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

The exception to the above shall be where the dredge is being moved from one arm of the Fraser River to another arm or the dredge is being moved between the main arm and Delta Port – then only the actual hours worked outside the boundaries shall be paid for at two times (2X) the rate of pay. The intent of this is to cover a direct tow from one arm to another arm.

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

On projects all Employees shall be paid two (2X) times the rate of pay for the designated lunch period and shall be given reasonable time to consume their lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

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

Employees working a single shift on a project for repairs or moving equipment on and off a project site will work eight (8) hours for eight (8) hours' pay and the designated lunch break will be provided.

- 9.05 The Employer will provide a termination slip within three (3) calendar days, if requested by the Union or the Employee, which shall state the reason for the Employee's termination, and whether or not they are eligible for rehire.
- 9.06 Adequate time will be allowed prior to quitting time for picking up tools.
- 9.07 One (1) hour's notice of termination shall be given by the Employer. This hour shall be used by the Employee to gather their belongings together and to turn in any tools or goods belonging to the Employer. If such notice is not given, then one (1) hour at straight time shall be paid in lieu thereof.
- 9.08 Proper all gender heated washroom facilities with toilet and hot water shall be provided on the dredge by the Employer and kept in sanitary condition. The Employer will make a reasonable effort to provide the same at other work locations. Sanitized hand cleaner will be provided for all Employees. Employees will cooperate by observing the simple rules of cleanliness.
- 9.09 Waterless hand cleaner will be supplied at all mechanical operations covered by this Agreement.
- 9.10 Drinking water shall be supplied in approved sealed bottles/containers shall be provided. Paper cups will be supplied upon request.
- 9.11 In case of fire, theft or marine wreck (as defined by the Insurance Act) on property or premises provided by the Employer, the Employer shall protect the value of an Employee's work clothes up to a total of twelve hundred dollars (\$1200.00). The Employer will also provide insurance for the Employees' required tools to a total of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer.

The Employer will supply the required forms and obtain the inventory from each Employee. The Employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer.

Where an Employee fails to file an inventory their rights to submit a claim shall be waived.

- 9.12 Essential protective clothing including welders' leather gloves, protective vests, leather jackets, hard hats, life jackets suspensions for hard hats, welders' goggles, fire retardant coveralls for welders and magnifying glasses for welder's helmets, rigging gloves, rigging belts, CSA approved safety harnesses, chainsaw chaps, respirators, high visibility vests, protective vests or leather jackets and noise abatement devices shall be supplied at no charge to the Employee. The Employer agrees to the replacement of glass and other reasonable repairs to welding helmets for damage occurring to the Employee's helmet while in the employ of the Employer.
- 9.13 All Employees who request coveralls will have three (3) sets of coveralls supplied and cleaned by the Employer. The coveralls will be replaced upon normal wear and tear. To replace the coveralls, the Employee will be required to return the worn set(s) prior to receiving the replacement set(s).
- 9.14 The Employer will supply proper fitting personal protective equipment/coveralls for all gender workers.

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

9.15 Employee Personal Work Clothing Fund

The Employer will pay twelve cents (\$0.12) per hour worked to each Employee for the purposes of purchasing Safety Boots or Prescription Safety Glasses. This payment will be identified as a separate item on the Employee's paystub.

9.16 All Leaves:

- (a) Any Employee who requests a Leave of Absence as referenced in the B.C. Employment Standards Act (ESA) will be granted such in accordance with the B.C. ESA.
- (b) Employees will be required to inform the Employer as soon as possible of any Leave the Employee is entitled to under the ESA. Where there is a Leave provided for in this Collective Agreement that is the same or of a similar nature to that found in the ESA, it is understood that any such Leave will be taken concurrently.
- (c) The Employer agrees to abide by the legislation where the Employer is required to continue any contributions and/or remittances to an Employee's Benefits as required by the ESA.
- (d) The Employer shall allow time off work without pay for any Employee who is serving on a Union committee.

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

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

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

- (f) Bereavement Leave:

In case of death in the immediate family, the Employee affected shall be granted compassionate leave of absence with full pay for two (2) days.

Immediate family is spouse, child, parent, guardian, sibling, grandchild or grandparent of an Employee. Also the child or parent of an Employees spouse and any person who lives with an Employee as a member of the Employees family.

Employees on vacation will be eligible for bereavement leave and pay.

- (g) Employees on approved leave of absence shall be paid fare both to and from their point of hire.
- (h) Employees involved in an accident while on the job shall receive a minimum of eight (8) hours' pay for the day of the accident.

- 9.17 It is agreed a telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately. No Employee shall be permitted to use a cell phone or smart phone for personal purposes during working hours, excluding rest and meal breaks, except in case of an emergency.

Job Stewards will be allowed to use a personal cell phone during working hours in a safe manner for work-related matters without discrimination.

- 9.18 Boat Certification:

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

- 9.19 Employee Parking:

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

- 9.20 Lighting:

Adequate lighting will be provided at night for all work locations.

- 9.21 Welder Retest:

When Welder Employees require a retest, this will be done whenever possible during regular working hours. Where an Employee performs such retest on their periodic leave, they will be entitled to payment of four (4) hours at straight time upon successful completion of the test.

ARTICLE 10: UNION SECURITY

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

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

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

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

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

10.04 It is the prerogative of the Employer to hire, to transfer and to lay off due to reduction of forces or suspension or completion of work. It is also the prerogative of the Employer to discharge an Employee for just cause subject to the right of the parties, or persons bound by this Agreement, to invoke grievance proceedings herein. It shall not be the duty of the Employer to induce non-members to join the Union.

10.05 The Union reserves the right to render assistance to other labour organizations by removal of its members from jobs when necessary for the following reasons:

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

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

ARTICLE 11: JOB STEWARDS

11.01 Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreperson shall be notified by the Union of the name or names of such Job Stewards in the event of a lay off or reduction of the work force, such Job Stewards shall, at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out their duties.

- 11.02 The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.

Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or foreperson; however, in no way will the Business Representative interfere with the Employees during working hours unless permission is granted.

ARTICLE 12: ACCIDENT PREVENTION

- 12.01 (a) It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, Occupational Health and Safety Regulations, Employer Health and Safety Program.
- (b) It is understood and agreed by the parties that Employees have four (4) primary rights:
- The right to know about hazards in the workplace
 - The right to participate in Employer sponsored safety activities
 - The right to refuse unsafe work
 - The right to not be discriminated against for exercising their rights
- It shall not be considered a violation of this agreement should Employee(s) exercise any of these rights and no Employee shall be discharged for refusing to work under unsafe conditions.
- (c) When an accident occurs to any worker on the job, the Employer representative must report the accident to the Union after proper safety protocol has been followed. The injured worker shall not receive less than eight (8) hours pay for the day the Employee was injured.
- 12.02 Copies of the Occupational Health and Safety Committee minutes of meetings shall be forwarded to the Union Office upon request.
- 12.03 An injured Employee is required to participate in the Employer's Injury Management Program. An injured Employee will be rehired by the Employer when the Employee is deemed fit to return to work in a limited or full capacity based on the injured Employee's medical doctor's recommendation with any limitations imposed by Employee's doctor or WorkSafeBC.

ARTICLE 13: REPAIRS AND SHUTDOWNS

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

ARTICLE 14: BENEFITS PLAN AND PENSION PLAN

Benefits

The Employer shall make contributions at the rate set forth in Schedule "A" per hour for which wages are earned hereunder to each Employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

Pension

The Employer shall make contributions at the rate set forth in Schedule "A" per hour for which wages are earned hereunder to each Employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

This contribution will be based on hours earned, i.e. two times (2X) the rate of pay = double contributions.

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

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

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

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

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

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

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

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

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

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

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

- (a) medical surgical benefits,

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

The Union, in consultation with the administrator, board of trustees, actuary, and consultants of the Pension Plan and Benefits/Health & Welfare Plan (the "Plans") may, in the best interest of the Plans' participants and beneficiaries, reapportion between the Plans those contributions received from Employers in respect of the Plans, as provided for in the appendix/schedule of contributions.

ARTICLE 15: SAVINGS CLAUSE

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

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

ARTICLE 16: WORKING DUES CHECKOFF

The hourly working dues shall be calculated at two percent (2%) of the Shift Engineer hourly wage rate as contained in this agreement (these amounts shall be calculated to the nearest penny) and four cents (\$0.04) for the Construction Industry Rehabilitation Plan shall be deducted for each hour that wages are payable and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. Refer to Schedule "A" – Employer/Employee Contributions, for amounts and effective dates.

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

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

ARTICLE 17: OPERATING ENGINEERS' (LOCAL 115) TRAINING ASSOCIATION

Effective May 1, 2016 the Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour of work performed by each Employee covered by this Agreement to the Operating Engineers' (Local 115) Training Association.

The Operating Engineers' (Local 115) Training Association shall be used to provide Employees with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of construction and allied equipment and to provide for tradesperson qualification test.

The Operating Engineers' (Local 115) Training Association will be administered by the Joint Apprenticeship Board established under the Operating Engineers' (Local 115) Training Association.

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

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

ARTICLE 18: MECHANICS, SERVICEPERSON TOOL ALLOWANCE FUND

The Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour for which wages are payable hereunder for each Employee covered by this Agreement to the Operating Engineers' Mechanics Tool Allowance Fund.

ARTICLE 19: CONSTRUCTION INDUSTRY REHABILITATION FUND

The Employer will make contributions and deductions at the rate set forth in Schedule "A" per hour for each hour for which wages are payable hereunder for each Employee covered by this Agreement to the Construction Industry Rehabilitation Fund (CIRP).

ARTICLE 20: OPERATING ENGINEERS' ADVANCEMENT FUND

The Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour for which wages are payable to each Employee covered by this Agreement to the Operating Engineers' Advancement Fund.

ARTICLE 21: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

21.01 The contributions and deductions referred to in Article 14, 16, 17, 18, 19, 20 and 27 shall be remitted monthly by cheque, together with a form supplied to the Employers by the Union, to the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan may make reasonable charge to the Plan for administrative expenses as determined by the Trustees, and approved by the Trustees of the recipient Funds.

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

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

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

ARTICLE 22: GRIEVANCE PROCEDURE

It is the spirit and intent of this Agreement, as contained in Article 1: Objects, to resolve all Employee or Employer grievances promptly and wherever possible, within the Industry.

If, during the term of this Agreement, there should arise any difference between the parties to or the persons bound by this Agreement concerning interpretation, application, operation or any alleged

violation thereof, or concerning discharge of any Employee which may be alleged to be unjust, and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:

- (a) The job steward or Business Representative of the Union shall first discuss the difference with the foreperson, superintendent, or the Employer, in that order, in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing to the other party within thirty (30) days of its occurrence.

However, the foregoing time limits will not apply where there has been a failure to pay fully amounts due to funds specified in this Agreement, or to remit deductions from Employees as provided for in this Agreement.

It is intended that the failure of the Employer to make the requisite contributions to be made on behalf of the Employees as provided elsewhere in this Agreement may be claimed by the Employees at any time.

The Employer shall only remain liable for the Benefits Plan and similar funds as provided for in this Agreement on behalf of the sub-contractor.

- (b) In the event that any grievance is not resolved between the Employer and the Union within twenty (20) days, it may be referred to a (mutually agreed to) single arbitrator. The fees and expenses of the single arbitrator shall be borne equally by the parties to the grievance.

- (c) Time Limits:

The specified time limits in this Article may be extended with the mutual consent of the parties to the grievance. The time limits shall be exclusive of Saturdays, Sundays, and General Holidays.

ARTICLE 23: TECHNOLOGICAL CHANGE

In the event the Employer proposes the introduction of equipment in its operations, requiring specialized training, the Employer agrees to give the first opportunity to Employees on the payroll employed under this Collective Agreement, to operate this equipment and/or train to operate the equipment. The Employer further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change.

The Employer agrees to work with the Union in order to arrange for training of Employees whose jobs no longer exist as a result of automation or a substantial change in job content, but whose tenure with the Employer entitles them to continued employment. Such Employees shall have the choice of taking the training provided or accepting a lay off.

ARTICLE 24: RETROACTIVE PAY

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

This shall apply to all past and present Employees.

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

ARTICLE 25: ENABLING CLAUSE

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

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

ARTICLE 26: SUBSTANCE ABUSE TESTING AND TREATMENT PROGRAM POLICY

The Parties agree to adopt the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy.

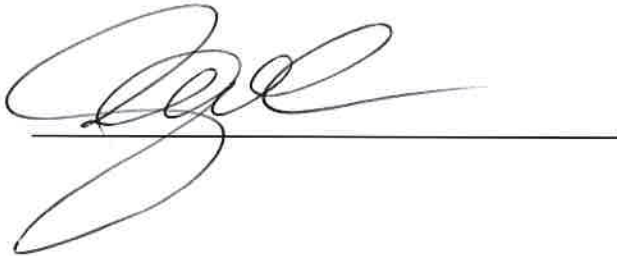
ARTICLE 27: BC DRUG AND ALCOHOL PROGRAM SOCIETY

The Employer will contribute at the rate set forth in Schedule "A" per hour worked to the BC Drug and Alcohol Society.

Signed this 31 day of March, 2023.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115


Josh Towsley, Assistant Business Manager
Bryan Railton, Vice President

SCHEDULE "A": TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS

CATEGORY	May 1, 2022	May 1, 2023	May 1, 2024
Benefits Plan	\$2.95	\$3.00	\$3.05
2x	\$5.90	\$6.00	\$6.10
Pension Plan	\$7.90	\$8.15	\$8.40
2x	\$15.80	\$16.30	\$16.80
Training Association Fund	\$0.70	\$0.75	\$0.80
Union Dues Check Off	\$0.89	\$0.97	TBD
Tool Allowance Fund	\$0.06	\$0.06	\$0.06
Construction Industry Rehabilitation Fund – Employee deduction	\$0.04	\$0.04	\$0.04
Construction Industry Rehabilitation Fund – Employer deduction	\$0.04	\$0.04	\$0.04
Operating Engineers' Advancement Fund	\$0.15	\$0.15	\$0.15
BC Drug and Alcohol Program Policy	\$0.01	\$0.01	\$0.01
Straight Time Hours	\$12.74	\$13.17	TBD
Two (2) Times Hours	\$23.59	\$24.32	TBD

SCHEDULE "A": HOURLY WAGE RATES & CLASSIFICATIONS

All proposed monetary increases shall be retro-active to May 1, 2022. All hourly wage increases shall apply as proposed by the Union; hourly wage rates increase by the percentage proposed. No Employee shall receive less hourly pay than the rate of pay they have been receiving plus the increase. They will be blue circled and any negotiated increase will apply to their current rate of pay.

CLASSIFICATIONS	May 1, 2022	Nov 1, 2022	May 1, 2023	May 1, 2024*
Dredge Operator on Project	\$53.08	\$55.20	\$57.68	
Dredge Operator	\$46.40	\$48.26	\$50.43	
Chief Engineer on Project	\$51.83	\$53.90	\$56.33	
Chief Engineer	\$45.22	\$47.03	\$49.15	
Levee Foreperson	\$47.51	\$49.41	\$51.63	
Shift Engineer (Mechanical or Electrical)	\$44.65	\$46.44	\$48.53	
Welder	\$44.65	\$46.44	\$48.53	
Operator Lead Hand	\$44.61	\$46.39	\$48.48	
Mate	\$43.83	\$45.58	\$47.63	
Boat Operator	\$43.48	\$45.22	\$47.26	
Equipment Operator	\$43.22	\$44.95	\$46.97	
Dewater Pump Operator	\$41.26	\$42.91	\$44.84	
Deckhand	\$36.10	\$37.54	\$39.23	
Leveeperson	\$35.07	\$36.47	\$38.11	

- * May 1, 2024 Increase equal to the 2023 annual increase in the British Columbia All Items CPI plus one-half percent (0.5%).
- All monetary increases shall be retroactive to May 1, 2022
- Increases may be allocated to the union funds at the discretion of the Union and shall be deducted after the base wage and percentage increase calculation.

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

Deckhand Trainee

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

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

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

The designated trainee will be required to enroll in the next available Deckhand Training Course as provided by the Operating Engineers' (Local 115) Training Association.

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

Crews

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

The minimum crew requirement on hydraulic or suction dredge up to and including twelve inches (12") shall be two (2) Employees in the following classifications:

Dredge Operator
*Mate/Boat Operator

*Paid at the mate's rate.

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

Dredge Operator
Chief Engineer and/or Shift Engineer
Mate
Boat Operator (where required)

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

Dredge Operator
Chief Engineer and/or Shift Engineer
Boat Operator (Where required)
Deckhand
Day mate (day shift only)

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

Dredge Operator
Shift Engineer
Mate
Two (2) Deckhands
Boat Operator

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

Dredge Operator
Shift Engineer
Mate
Two (2) Deckhands
Boat Operator
Plus one (1) optional classification

Levee Crews

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

Day Shift

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

Afternoon/Night Shift

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

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

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

Crewing Clause

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

Machine and Work Assignment

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

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

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

First Aid Person

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

Level 3 = one dollar (\$1.00) per hour

Level 2 = one dollar (\$1.00) per hour (with transportation endorsement)

Level 2 = seventy-five cents (\$0.75) per hour

Level 1 = fifty cents (\$0.50) per hour (with travel endorsement)

Level 1 = twenty-five cents (\$0.25)

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

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

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

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