

Collective Agreement

Between

International Union of Operating Engineers

Local 942

- and -

Irving Equipment

March 1, 2023 – February 28, 2024

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COLLECTIVE AGREEMENT INTERVENED BETWEEN

IRVING EQUIPMENT, LIMITED

Hereinafter called "THE COMPANY", PARTY OF THE FIRST PART

- AND -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 942

Hereinafter called "THE UNION", PARTY OF THE SECOND PART

WHO HAVE AGREED AS FOLLOWS:

ARTICLE 1

PURPOSE

- 1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and employees; provide guidelines for the prompt settlement of grievances and maintain satisfactory working conditions, hours of work and wages for those employees covered by this Agreement.
- 1.02** The geographical area of this Agreement shall be the Province of Prince Edward Island.

ARTICLE 2

RECOGNITION AND UNION SECURITY

- 2.01** The Company recognizes the International Union of Operating Engineers, Local 942 as the sole collective bargaining agent for all employees of Irving Equipment as detailed in Exhibit A, hereto attached.
- 2.02** The Company agrees to employ only members of the Union to perform such work and the Union must give preference in supplying employees to the Company. The Company further agrees to hire from the Seniority list as set out in Article Seven (7), and subject to Article 7.12. Having hired all available employees so listed, the Company shall notify the Business Representative or Union Office when employees are required, with the exception of new hires for the position of "Apprentice" as outlined in Article 2.03. If the Union is unable to supply the employees required from Local 942 or other Locals of the International Union of Operating Engineers, within forty eight (48) hours, excluding Saturdays, Sundays and Holidays, the Company may hire elsewhere, provided such personnel hired shall make application for Membership and sign an authorization for deduction of Dues (if new employee is a non-member) and Union dues before commencing work. This may be done through the Business Representative, Union Steward or Union office. All employees must maintain their membership in good standing in the Union during the term of this Agreement.
- 2.03** In order to ensure the continued availability of qualified, professional employees, the Company may, from time to time, desire to hire employees under the classification of "Apprentice". In this situation, the Company may recruit and hire for this position directly, using established selection criteria. Apprentices who are already members of the I.U.O.E., Local 942 will be given an equal opportunity to compete for available positions. Once hired, a new apprentice who is not already a member of the International Union of Operating Engineers, Local 942 shall sign an authorization for the deduction of Union dues before commencing work, and will be allowed to complete the required 90 day probationary period before commencing payment of Initiation Fees.
- 2.04** The union agrees that it will not unreasonably withhold membership to any new employees.

ARTICLE 3

NO DISCRIMINATION

It is agreed that there will be no discrimination by the Union or the Company against any employee because of race, national or ethnic origin, colour, religion, sex, sexual orientation, gender identity or expression, age or mental or physical disability.

ARTICLE 4

UNION DUES

- 4.01** The Company shall deduct from the wages due every permanent employee in the bargaining unit, the regular monthly dues. Union dues will be deducted weekly.
- 4.02** The Union dues deducted by the Company, under the terms of Section 4.01, shall be remitted to the Secretary of the Union on or before the fifteenth calendar day of the month following the month in which the deductions have been made, and shall be accompanied by a list of the employees from whom such deductions of Union dues have been made.

- 4.03** The Union agrees that the Company shall be saved harmless and indemnified of and from all actions, causes of actions, claims or demands of whatsoever kind or nature arising out of or with respect to all or any deductions made by the Company and paid to the Union, in accordance with the provision of this article.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.01** The Union agrees and acknowledges that the Company has the exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of Management as may be specifically restricted by the terms and conditions of this Agreement. Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Company:
- 5.02** To determine qualifications, classify, transfer, hire, direct, promote, demote, lay-off, discipline and discharge employees for just cause and to increase and decrease working forces in accordance with the terms of this agreement.
- 5.03** To determine the materials to be used, services to be purchased, design of the products to be handled, facilities and equipment required, scheduling of work and location of equipment.
- 5.04** To determine the rules, regulations, and policies to be observed by employees, violations of which may be the cause for discipline and may include discharge.
- 5.05** No rule or regulation put into effect by the Company shall change the Collective Agreement.

ARTICLE 6 STRIKES AND LOCKOUTS

- 6.01** In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strike or stoppage of work and the Company agrees that during the term of this Agreement there shall be no lockout.

In the event of any such strike, work stoppage, slowdown, or other interference, the Union shall promptly order its members to cease such strike, work stoppage or slowdown, and use all means within its power to end the same, at the earliest possible time.

- 6.02** Strike shall be defined as in the *Labour Act* of the Province of Prince Edward Island.
- 6.03** Lockout shall be defined as in the *Labour Act* of the Province of Prince Edward Island.

ARTICLE 7 SENIORITY

All language under Article 7 will only apply to those employees named in Appendix "A" attached.

The language in Article 7 will apply to all other employees with the exception of lay-off and re-hire. Recall and training requirements of employees not covered in Article 7 will be determined on the basis of performance as reviewed by management annually. The performance will be measured on the basis of:

- a) Job roles and responsibilities;
- b) Personal Development - skills, knowledge and behaviours;
- c) Personal Development - functional job skills.

The recall list shall be reviewed by a joint management /union team. In the cases where two employees are evaluated equally, the tie breaker for recall list placement will be on the basis of original date of hire.

7.01 The Company shall keep a list on which the service of each employee will be recorded. Copies of this list will be supplied to the Union upon request, and may be posted in the shop, employees lunch room or branch office locations.

7.02 New employees shall be considered as probationary until they have served ninety (90) calendar days (accumulated in any twelve (12) month period) during which time the new employee's performance is periodically reviewed by their direct supervisor who, in consultation with Management, determines whether the new employee is able to function effectively in the work environment.

If the employee is found not to possess the job skills necessary, not to adhere to Company rules and/or not be able to get along with his supervisors or peers, then the employee will be dismissed within the ninety (90) calendar day period without benefit of appeal or grievance by the Union.

The following classifications of new employees are eligible for probation:

- a) A newly hired employee;
- b) A former employee rehired after a separation of more than one calendar year;
- c) A former employee who has not gone through a probationary period previously;
- d) A former employee who terminated his employment with the Company;
- e) A former employee rehired after having been discharged for just cause.

7.03 In all cases of promotion to a higher paid job or classification in the bargaining unit, reduction of work forces and recall after lay-off, the following factors shall be considered by the Company:

- a) Customer service orientation and professional conduct;
- b) Skill and ability;
- c) Physical fitness as determined by a doctor;
- d) Seniority.

When several persons are being considered and two (or more) of those persons meet the required standards for customer service, professional conduct, skill and ability, and are physically fit, then seniority shall govern.

Issues that arise concerning the criteria for acceptable customer service orientation, professional conduct, skill, ability and physical fitness, shall be fully investigated and discussed between the Union and the Employer.

An employee recalled after being laid off for fourteen (14) days or less will retain their previous pay classification.

7.04 The Company agrees to promote up through the ranks within the bargaining unit, up to and including the rank of working foreman.

7.05 Basic openings shall be filled, where possible, from among employees who bid for them. Selections for promotions to basic openings in any department will be made on the basis of qualifications for the job and efficiency, past and present.

7.06 Any employee temporarily assigned to duties outside their present job classification shall not have their basic rate changed unless they are re-classified by the classification board.

When an employee is assigned to a higher job classification for which they have already been deemed qualified by the Company, they shall receive the higher classification rate while performing the job. After they have accumulated twenty four (24) billable hours within a fourteen (14) calendar day period at the higher classification, their pay rate will be changed to reflect the higher classification until laid off.

- 7.07** The seniority list shall be posted on the bulletin board during the month of March. Any modification to the list must be requested within thirty (30) calendar days from any such posting, otherwise the list shall be considered final.
- 7.08** Promotions shall be in accordance with the step by step procedure of the progression chart attached (Exhibit "A"), and will be carried out by the classification board.
- 7.09** Employees, who have completed their probationary period as provided in Section 7.02, when they are laid off, shall, for a period of up to one (1) year after lay-off, be offered re-employment in reverse order of lay-off. The aforementioned offer shall be made by telephone and failure to contact the employee within such time as the Company in its discretion deems reasonable, will result in the offer of employment being withdrawn and offered to the next senior operator on the seniority list.

A former employee will then be contacted by email, with a copy to the Business Agent of the Union. If the former employee replies within seven (7) calendar days of the email that they shall be available for work at the next recall, they may retain the seniority which they held before the lay-off.

In the event the employee fails to reply within the seven (7) calendar days from the date of the email or fails to advise they shall be available for work at the next re-call or if, on two consecutive occasions, the Company was able to contact the employee by phone for recall and the employee does not report to work, or refuses to report to work on re-call when requested to do so, they shall lose their seniority and the Company's obligations relative to re-employment shall cease. If an employee advises the Company that they are unable to return to work due to sickness, an emergency involving themselves or their immediate family, or re-employment is offered at a lower rate than which they are classified and they advise the Company of this at the time of the telephone re-call, or within seven (7) days of the email, such failure to return to work shall not be included in counting any two consecutive failures or refusals to return to work. Employees who return at a lower rate than which they are classified will have the first opportunity to a rate increase if/when the Company rehires another employee at a higher rate, as long as they are deemed qualified. The Company may elect to increase the employee's rate but maintain them at their current position.

Employees who do not have an email account can advise the Company that they require the notice by letter, in which case the timelines will apply from the date the letter is mailed.

- 7.10** When suspended for just cause, employees lose all rights to wages and salary during the period of suspension. When employees are discharged or voluntarily resign, they immediately lose all employee rights, benefits and seniority.
- 7.11** The Company agrees to establish a board made up of three Company representatives and two Union representatives to classify employees.
- 7.12** There shall be maintained a branch seniority list for each branch of the Company as well as a seniority list for the entire Company for the purpose of this Clause (7.12). The branch seniority list shall supersede the Saint John seniority list, but employees on the branch seniority list can exercise their rights under Article 7 of this agreement with respect to the Saint John seniority list, provided they were originally hired in the Saint John branch.

In the event of the Company requiring more employees in the branch than contained on the branch seniority list, the Company may, at its discretion, either call in employees from the seniority list for the Company or, in consultation with the Union, hire members from the International Union of Operating Engineers, Local 942, who are residents of the area of the province serviced by such branch provided

that such employee is acceptable to the Company. The Union may also have the options of supplying a non-union operator, provided the individual complies with the conditions set out in Article 2.02, and providing the individual is acceptable to the Company. If the personnel supplied by the Union are not residents of the local area where they have been hired to work, any and all room and board, mileage, travel time or other misc. Expenses are the personal responsibility of the employee, and under no circumstance will such expenses be paid by the Company.

If the Union is unable to supply such personnel within forty-eight (48) hours, the Company may hire any person resident in the area serviced provided that such person must join the Union in accordance with Article 2.02.

ARTICLE 8 JOB CLASSIFICATION AND WAGE RATE

- 8.01** The wage grouping definitions for Operations shall be set out in Exhibit "A", for Supervision shall be set out in Exhibit "B" and for Maintenance shall be set out in Exhibit "C"; all of which are hereto attached.
- 8.02** The wage rates in each grouping shall be as set out in Exhibit "D" hereto attached.
- 8.03** The Company shall, from time to time as it sees fit, review the performance of its employees in each job classification. On the basis of qualifications, experience, ability, performance and the capacity to perform all phases of work, employees will be selected for advancement to a higher job classification, based on the employee fulfilling the requirements for such classification as determined by the Company.
- 8.04** The Company shall provide employees, on each pay day, an itemized statement of wages indicating hours, rate, and deductions.

ARTICLE 9 NORMAL HOURS OF WORK

- 9.01** Due to the complexity of the Company's operations, the seasonal nature of the work, weather conditions and a place where the Company's work is done, it is understood and agreed by the Union that a normal work day and a normal work week may vary according to the job conditions. Hours of work applicable to different types of construction shall be as agreed by the Parties signatory hereto.
- 9.02** The normal work week shall be Monday to Friday, forty (40) hours per week, plus necessary service times when required, with not more than eight (8) production hours and one (1) service time hour being worked at straight time rates of pay, unless shift work applies. Start times may vary between 7:00 a.m. and 8:00 a.m. as directed by the Company or customer.

See Appendix "B" for Clarification of Overtime.

- 9.03** All employees will receive a minimum of two (2) hours' notice when laid off, temporarily or permanently.

In order to be transparent, the Company will not lay any employee off for performance reasons unless they have been documented and the Union has been notified of the concern when it arises.
- 9.04** On Industrial/Commercial job sites, where other trades are working four (4) x ten (10) hour days, it is agreed between the Union and the Company that employees may work four (4) x ten (10) hour days excluding Saturday and Sunday. If an employnmee is assigned to work, on that site or elsewhere, after four (4) x ten (10) hour days have been worked, then overtime rates shall apply for every hour worked.

ARTICLE 10

CALL BACK TIME

10.01 An employee called back to work after leaving the Company premises shall receive the applicable overtime rate, with a minimum of four (4) hours paid. Call-ins cannot be overlapped.

ARTICLE 11

OVERTIME

11.01 The first two (2) hours of overtime daily, Monday through Friday, shall be paid for at time and one-half (1.5x) times the straight rate of pay. All additional overtime worked daily, Monday through Friday, and all time worked on Saturdays, Sundays and designated holidays shall be paid for at double (2) times the straight time rate.

11.02 All truck drivers will be paid overtime after regular hours at one and one half times their normal rate of pay for all overtime related to normal truck driving duties. Truck drivers are encouraged to participate in assembly and tear down of crane and will be paid per Article 11.01 for such work receiving prior approval from a supervisor.

11.03 When work is required to continue into the weekend, the Company will strive to offer job continuity whenever possible to the employee who worked on a job the day prior to the overtime being offered. This does not apply to call-in situations.

ARTICLE 12

SHIFT WORK

12.01 Any employee who has worked a regular shift during the day, and is then asked to begin a second shift that evening, will be paid for the second shift at overtime rates. A shift worked the following day would then be paid at the employee's regular hourly rate, plus the shift premium, if applicable.

The employee will be notified the night before, that they are expected to work a night shift in the following twenty four (24) hour period, failing that overtime rates will apply.

Employees, who suffer the loss of regular wages because of the cancellation of a shift, will be paid their regular shift hours, at regular time rates, for a cancelled shift.

See Appendix "C" (Eight [8] hours of rest)

12.02 Normal hours of work and rates of pay shall be applicable for a second and/or third shift. Employees shall receive a premium of fifteen percent (15%) of their straight time pay for said second and/or third shifts.

12.03 There will be two (2), ten (10) minute coffee breaks daily; to be taken following the trade practice in the area where the employee is working.

12.04 Washroom, trailer and parking facilities for future projects will be discussed between the Company and the Union for the benefit and welfare of employees.

ARTICLE 13

YEARS OF SERVICE AND VACATION PAY

13.01 Years of Service

Years of Service will be the accumulated total of time the employee works for the Company. Days of service will be counted from the date of hire to the date of layoff, on each separate occasion, and added together to indicate years of service (One year = 365 accumulated days).

An employee who is laid off for less than one year will not lose any cumulative years of service they have built up for vacation entitlement.

13.02 Vacation Pay

Employees will be paid a percentage of their gross pay weekly as set out in the following schedule:

Years of Service	Gross Earnings
0-2 accumulated years of service	6%
2-6 accumulated years of service	8%
6-10 accumulated years of service	9%
10-20 accumulated years of service	10%
20+ accumulated years of service	11%

13.03 A sufficient amount of equipment and services, as determined by the Company must be maintained at all times to meet market demands throughout the year. Unpaid vacation time will be scheduled by the Company in consultation with the employees, so that the effect of vacations on the operational effectiveness and efficiency of the Company will not be affected. Employee's vacations that will, in the opinion of the Company, detrimentally effect the Company's position in the market place, will not be granted by the Company and another time for such employee's vacations will be negotiated.

ARTICLE 14 STATUTORY HOLIDAYS AND LEAVE OF ABSENCE

14.01 The Company will recognize the following holidays:

- | | |
|-------------------------------------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Gold Cup Day (3 rd Friday in August) | Boxing Day |

14.02 Employees will receive 4% holiday pay, calculated on their wages, benefits and vacation, on hours worked per calendar year.

14.03 In the event a holiday falls on a Saturday or Sunday, the day of observance will be, at the Company's option, Monday or Friday. No change once designated.

14.04 Each employee will be granted, upon request, days of absence totaling not more than five (5) days per calendar year (to be calculated) in the case of sickness. An employee shall not accumulate more than five (5) days of sick leave. Any sick leave in excess of five (5) days will be paid to the employee at regular pay yearly. In case of lay-off or termination, accumulated sick leave will be paid to the employee at regular pay, upon request.

14.05 An absence from work of three (3) or more consecutive days without notice will automatically mean termination.

14.06 An employee absent from work due to illness and who has claimed five (5) sick days within the year must present a doctor's certificate to his supervisor if requested to do so by the Company.

14.07 All employees covered by this agreement shall be granted, upon request, a maximum of three (3) days' leave of absence without loss of pay in case of death of a parent, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother-in-law, grandfather-in-law; a maximum of five (5) days for spouse or child; for the purpose of making funeral arrangements and/or attending funeral.

Any other than those listed above will be treated as an exception to be addressed at the time and are subject to approval.

ARTICLE 15 HEALTH AND PENSION TRUST FUNDS

15.01 The Employee and the Union confirm the establishment of the New Brunswick Operating Engineers International Union Health and Pension Trust Fund (the Trust Fund) in accordance with a Trust Agreement between the Union and the Employer, and their designated Trustees (the Trust Agreement). The purpose of the Trust Fund is to provide pension benefits for Union members and to provide health and other insured benefits the Trustees, in their sole discretion, determine (the Insured Benefits) to Union members to the extent that the funds are available in the Trust Fund. The Trust Fund is administered by Trustees appointed by the Union and the Employer in accordance with the Trust Agreement.

The Trustees may, in their discretion in accordance with the Trust Agreement, (i) establish programs to permit employees of the Union and employees of an Employer (including the Association) to participate in one or more of the insured benefits and pension benefits, (ii) establish self payment programs for retired members of the Union to participate in one or more of the insured benefits, and (iii) permit members of another Local of the International Union of Operating Engineers (Affiliated Locals) to participate in one or more of the insured benefits and pension benefits.

Employees do not have any interest in the Trust fund in the monies contributed by them or an employer other than a Union member's interest in his or her pension benefits. Union members are only entitled to the Insured Benefits for which they are eligible in accordance with the plan or plans purchased by the Trustees to provide the Insured Benefits, and are not entitled to a refund or payment of any amount from the Trust Fund at any time or for any reason.

15.02 The employer shall pay the following for each hour earned under this collective agreement to the Trust Fund. From these amounts, the Trustees shall pay:

- 1) For all three years of the agreement the hourly contribution for hours worked by the union member for the acquisition of pension benefits is \$5.52.
- 2) The remaining amount is applied to the purchase of the Insured Benefits for the Union members and to cover the costs of administration the Trust (including the education of the Trustees with respect to their obligations as Trustees).

The employee shall remit the amounts to be paid under the collective agreement in accordance with the terms of this article.

15.03 If directed by the Union, the Trustees shall remit (net of reasonable administrative costs if considered appropriate by the Trustees) all contributions made for or on behalf of a member of an Affiliated Local who is performing work within the jurisdiction of the Union under the provisions of a collective agreement to the Trustees or administrators of a benefit plan by the Affiliated Local which he or she is a member.

15.04 The employer shall remit all contributions and payments for each month, appropriately identified by cheque or other means on or before the fifteen (15th) of the following month to the New Brunswick Operating Engineers International Union Health and Pension Trust Fund c/o Belmont Financial Services, 133 Prince William Street, Saint John, NB, E2L 2B5 and shall provide Belmont Financial Services with each Employee's name, Social Insurance Number, total hours worked during the month and the Union Local number. The employer shall use the prelist supplied by Belmont Financial Services on a monthly basis.

15.05 The employer shall show all deductions and remittances from an employee's wages on each employee's weekly pay stub.

ARTICLE 16

TRAVEL, MILEAGE AND ROOM AND BOARD

Current Memorandum attached as an Appendix "D" to the Collective agreement.

Travel and Mileage:

16.01 There shall be a branch free zone of twenty (20) kilometer radius from each employee's home branch. This zone will be commonly known as the branch free zone. Employees traveling to or working within the boundaries of this free zone shall not be entitled to a daily mileage allowance, room and board or travel time. Each employee is responsible for providing their own transportation to and from their particular work site each day.

16.02 For jobs located outside the branch free zones the following conditions shall apply. There shall be a free zone of a twenty (20) kilometer radius from the center of the jobsite. Employees living outside the limit of the free zone and who are required to commute daily to the jobsite shall be paid a mileage allowance as per Article 16.03. Mileage shall be from the home branch (i.e. hotel or home address) to the jobsite and return to the home branch in the shortest normally traveled route.

A: If a company vehicle is supplied, travel time to and from overtime work will be paid at time and one half rates. Travel time to and from straight time work will be paid at straight time rates.

B: Travel in a personal vehicle will be paid at straight time rates.

C: Where mechanics are required to perform offsite service calls, travel time in service mechanic trucks outside regular hours of work shall be paid at the applicable overtime rates.

16.03 The Company has the option to provide adequate transportation or pay the mileage allowance to entitled employees, subject to the qualifying conditions, during the term of this Agreement. The kilometer rate paid to employees will be paid at a rate of \$0.54 cents per kilometer.

16.04 If the employee's employment is terminated for just cause or the employee leaves of his own accord before having qualified for travel expenses and traveling time from the job he shall not be entitled to receive the cost of such travel expenses and traveling time.

16.05 a) Employees sent out of the free zone to work from whence they do not return daily shall be paid their regular rate of pay, plus:

1) Mileage to and from out of town work;

2) Traveling to and from such work shall be paid at the rate of straight time.

b) Where, at the request of the Company, an employee is transferred from a higher paid country or zone to a lower paid country or zone, the employee shall continue to be paid at the higher rate of pay.

Room and Board

16.06 (a) When an employee travels to an area where they are required to stay overnight by the Company, they shall be provided with suitable room and board or a room and board allowance. Such room and board or room and board allowance will be paid for on the calendar week basis seven (7) day period, when the job extends from week to week. While an employee is on room and board or room and board allowance he shall be entitled to a travel allowance for a trip home once

every three (3) months and once every two (2) months on Major Industrial projects, such travel allowance shall be paid in accordance with Article 16.03 and 16.04. Refer to Appendix "D".

16.06 (b) New employees hired specifically for Shutdown projects shall only receive Live Out Allowance and shall not receive accommodations.

16.07 No mileage or room and board allowance will be paid to an employee who is sent to work in an area within 20 kms of where they permanently reside. The home address of an employee shall be as on the records of the Company and shall be provided at the request of the Union.

16.08 If suitable accommodations are provided for a Major Industrial Project, as agreed to by the Company and the Union, no living allowance will be paid to the employee.

16.09 Room and Board allowance shall be paid in lieu of arranged hotel accommodations and meals, as follows:

- \$130.00

16.10 Room and Board allowance shall be paid for inclement weather which stops employees from working or when the employer has no work for such employees on any given shift after employee is on room and board allowance.

16.11 Where no Company or associated company facilities are available, the Company will pay the employee a meal allowance of (without receipts):

	Breakfast	Lunch	Dinner
<u>2023:</u>	\$21.00	\$24.00	\$34.00

Overtime dinners will be paid at \$25.

Where a room is paid by the Company, the cost of such room will be reasonable for the area and will be approved by management. Room will not be paid unless proper vouchers are submitted.

16.12 Overtime Meals

A. The Company will pay an employee's meals:

- When an employee not already receiving room and board, is required to work in excess of two and a half (2.5) hours immediately following a regular shift (except as noted in 16.11) and an additional meal approximately for every four (4) hours thereafter.
- When an employee receiving room and board is required to work in excess of six and a half (6.5) hours immediately following a regular shift (except as noted in 16.11), and an additional meal approximately for every four (4) hours thereafter.

Example: An employee receiving room and board who works until 7:00 p.m. would not receive an additional supper meal, as one is already being paid in his board allowance. This employee would work until 11:00 p.m. before receiving another supper meal.

B. An employee is responsible for their own meals:

- During regular work shifts;
- On jobs involving night or shift work, provided they do not exceed a regular work shift by more than two and a half (2.5) hours (except as noted in 16.11);

- c) On Saturday's, Sunday's or holidays provided they are advised prior to reporting to work;
- d) When dispatched out of town and return within two and a half (2.5) hours after a regular work shift (except as noted in 16.11).

See Appendix "E" for examples.

ARTICLE 17 MAJOR INDUSTRIAL PROJECTS

17.01 When performing work, on site, for Major Projects which are new constructions, the conditions of this Collective Agreement shall apply with the following exception:

- a) Double time for any overtime worked on the site.

See Appendix "F" for a list of Major Projects.

17.02 Work functions which **will not** be included under "Major Projects" work include the following:

- a) Deliveries, loading, or unloading of equipment by employees of the Company not normally assigned to work on the site. (i.e. boom deliveries);
- b) Boom inspections, emergency repairs, specialized repair services or any other maintenance work performed by an employee not normally assigned to work on the site;
- c) Standby, Yard Labour, or Yard Maintenance time that is paid for by the Company.

17.03 Truck drivers will be eligible for double time when they are assigned to pick up and deliver loads on an Industrial Site for a third party, except when working under the Irving Oil General Service Contract (GSC) where they will be eligible for a maximum of time and a half.

17.04 Truck drivers are encouraged to participate in assembly and tear down of crane and will be paid double time for such work receiving prior approval from a supervisor.

ARTICLE 18 COMPANY REGULATIONS AND WORK RULES

Machine operators will be responsible for general maintenance (daily maintenance and periodical servicing as laid out by the Company) and overall cleanliness of any machine they are operating.

Basic tools to do daily servicing will be the responsibility of the operator and will include the following:

- a) Crescent Wrenches (up to 10")
- b) Multi-Purpose Pliers
- c) Assorted Screw Drivers (Phillips, straight bit, Robertson)
- d) Measuring Tape

Operators must report non-serviceable equipment.

18.01 All employees will keep their work area clean and in good order.

18.02 A tool allowance of \$500.00 per year will be paid to mechanics for the purpose of replacing and upgrading tools required for their work. Receipts must be submitted to the Fleet Maintenance Manager for approval prior to payment.

18.03 Operators must obtain a customer's signature on time tickets before leaving jobs.

- 18.04** Heavy equipment operators must hold a valid license, the class depending upon the type of machinery to be operated.
- 18.05** Should an operator lose their driver's license, they will be re-classed to a position where a license is not required, if such a position is available and provided they are, in the opinion of the Company, qualified to do the job.
- 18.06** During slack periods, employees will be temporarily assigned to various jobs and/or pieces of equipment other than those for which they are classed, depending on the employee's individual skills. Employees so assigned must ensure that all daily maintenance and cleaning is performed.
- 18.07** Employees are encouraged to learn all phases of work. Therefore, to accomplish this, when time and conditions permit, the supervisor may arrange for the employees to train temporarily under the guidance of the employee in charge of a specific piece of equipment, who may act as an instructor while maintaining the responsibility of their area and equipment. This temporary training will not affect the rates of pay of the employees concerned.
- 18.08** If an operator refuses to go with the machine permanently assigned to them for reasons other than sickness or road-worthiness (as determined by the Fleet Maintenance Manager or Branch Manager, in consultation with the Shop Supervisor and the Operator), the machine will be re-assigned to another operator.
- 18.09** Wind indicators shall be placed on all major projects.
- 18.10** Swing brakes or house locks that have been supplied by the manufacturer must be in working order at all times. No operator will be required to operate equipment where they are defective.
- 18.11** All employees must read, be familiar and adhere to the Company's policies as set out in the Company policy manual(s) and employee information book and policy guidelines that are updated and published from time to time.
- 18.12** Pay period for all employees will be Sunday to Saturday.
- 18.13** Safety training is mandatory and will be paid at straight time rate of pay, between Monday and Friday. Mandatory courses include: Fall Protection, First Aid, WHMIS/MSDS, Man Lift, TDG, Company and Customer Orientation. Technical training is always at straight time, but not mandatory.

ARTICLE 19

BUSINESS REPRESENTATIVE AND STEWARDS

- 19.01** The Business Manager(s) and/or Agent(s) and/or the International Representative of the Union shall have access with their vehicle to and on the job site of the Employer during working hours to investigate any matter or to discuss any matter regarding the application of this Collective Agreement, where the Employer has direct control of the job site.
- 19.02** The Employer may require that a Business Representative or International Representative seeking access to the Employers premises shall first report to a designated person or their appointed representative before carrying out a visit and may provide an Identification Pass to be presented at an approved gate.
- 19.03** It is agreed that the Union may appoint a job steward from among the employees of the Employer and the Employer shall be notified of the appointment in writing.
- 19.04** Stewards shall be allowed a reasonable time to handle on site grievances during working hours without loss of pay after first seeking permission from their immediate supervisor. This time cannot in any way disrupt the working schedule of the customer, client, or site contractor.

19.05 The steward, where possible, will be responsible for reporting any grievance to the Employer and to the Union so that it may be dealt with without undue delay.

19.06 No discrimination shall be shown against any steward for carrying out his duties.

ARTICLE 20 GRIEVANCE PROCEDURE

20.01 Any grievance arising out of the application, interpretation or administration of this agreement shall be settled in accordance with this Article.

20.02 STEP ONE: Within two (2) working days following the first occurrence of the event that gave rise to it, or following the first knowledge of such event, the employee shall present his grievance through his Union Steward to his Immediate Supervisor; the grievance shall be presented verbally or in writing. Failing any reply or satisfactory settlement within two (2) working days, the employee may proceed to STEP TWO - presenting the grievance in written form stating the Article(s) of the Collective Agreement which is alleged are being violated or misinterpreted.

20.03 STEP TWO: A grievance at STEP TWO shall be presented within two (2) working days of the expiration of the two (2) days referred to in STEP ONE. The grievance shall be taken up with the representative of the Employer designated for the purpose. The reply to the grievance shall be in writing. Failing any reply or satisfactory settlement of the grievance within three (3) working days of presentation under STEP TWO, the grievance may be referred to arbitration by the Union by giving written notice to arbitrate.

20.04 An employee in the presentation of a grievance may be accompanied by his Job Steward and/or Business Representative. In his consideration of a grievance, an immediate Employer Supervisor or a designated Employer Representative may be accompanied or assisted by two additional Employer Representatives.

20.05 When a grievance arises between the Union and an Employer bound by the Agreement either party, within five (5) days of the first occurrence of the event that gave rise to it, may present the grievance in written form, setting out the Article or Articles alleged to be violated, to the other party. Representatives of the Union and of the Employer not exceeding three (3) each, shall meet for discussion of the grievance within five (5) working days following the presentation. Failing the convening of a meeting within the time period or failing a satisfactory settlement of the grievance, a notice to arbitrate may be given by the party presenting the grievance within five (5) days after the expiration of such period.

ARTICLE 21 ARBITRATION

21.01 If the Union or the Company wishes to refer a matter to arbitration as provided in Article 16, it shall within the five (5) day period mentioned therein, give the other party written notice of its intention to arbitrate. The Parties shall agree on an Arbitrator within seven (7) calendar days.

21.02 If the Union and Company fail to agree upon an Arbitrator within the time limits, the appointment shall be made by the Provincial Minister responsible for the administration of the Labour Act, upon the application of either party.

21.03 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon both parties.

The Arbitrator shall have the power to make any award it deems necessary to compensate any financial loss to the aggrieved party.

21.04 Each of the parties hereto will jointly bear the expense of the Arbitrator.

21.05 The proceedings of the Arbitrator will be expedited by the parties thereto.

21.06 The sole function of the Arbitrator shall be to interpret the meaning of the Articles of the Agreement and to render a decision. The Arbitrator shall have the power to modify or change any previous decision by the Company in regard to discharge, suspension or lay-off, and to compensate any financial loss to the aggrieved party. The Arbitrator shall not have the power to add to, subtract from or modify the terms of this agreement.

ARTICLE 22 DURATION

22.01 This agreement shall be in effect from the date of execution of this Agreement to January 31, 2024.

This agreement shall be automatically renewed thereafter for successive periods of twelve (12) months, unless either party requests the negotiation of a new agreement, by giving written notice to the other party, not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this agreement or any renewal thereof.

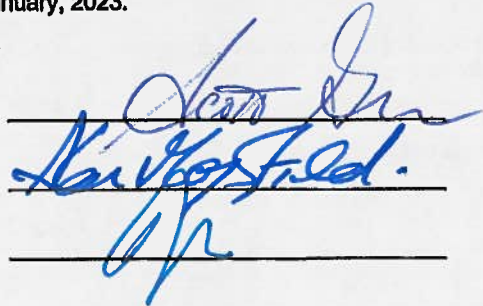
IN WITNESS WHEREOF the parties have caused this agreement to be executed by their authorized officers, the _____th day of January, 2023.

IRVING EQUIPMENT LTD.

PER: Scott Gillis

Alan Mansfield

Jason Green



INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 942

PER: Tracy Robertson

Brodie MacRae

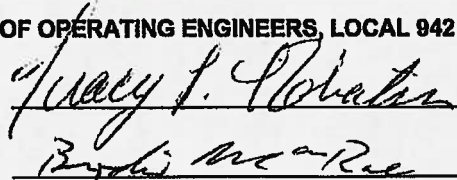


EXHIBIT "A" OPERATIONS WAGE GROUPING DEFINITIONS

Note: Employees listed are those eligible as of the signing of this agreement.

Group 1AA

Crawler assets and truck cranes 300T+. To be eligible, operators must mobilize/assemble, maintain, operator, demobilize/disassemble assets.

Group 1A

Crawlers and truck cranes assets 100T to 299T. To be eligible, operators must mobilize/assemble, maintain, operator, demobilize/disassemble assets.

Group 1

Cranes, clams, draglines greater than or equal to 100 tons in capacity
Pile Driving Foreman (as designated by Management)
Transporter (while operating)

Group 2

Cranes, clams, draglines less than 100 tons and greater than 40 tons in capacity

Group 3

Cranes, clams, draglines less than or equal to 40 tons in capacity
Boom trucks Tractor / float units fork lift trucks

Group 4

Rigger, signaler, elevator operator, air tugger operator
Torch work, welding
Pile Driving related tasks

Group 5

Labourer

EXHIBIT "B"

SUPERVISION WAGE GROUPING DEFINITIONS

Working Foreman

- i. A working foreman will be responsible for work on short term job sites at the direction of the Company.
- ii. A working foreman is responsible for the supervision of two or more journeyman.

Site Supervisor

The position of site supervisor will apply when an employee is:

- Given the responsibility for supervision of a major project. The employee will be responsible for day to day operations and interacting with customers,
- Responsible for overall supervision of the maintenance shop,
- Directs a crew for the purpose of assembling or disassembling a crane as a Crane Erection Supervisor,
- Leading a team engaged in completing transporter moves as a Rigging & Transportation Supervisor.
- In the role of Crane Instructor. This person is typically responsible for development of apprentices and leading lessons in a classroom environment.

EXHIBIT "C" MAINTENANCE WAGE GROUPING DEFINITIONS

Group 1 - Master Mechanic

The qualifications for this position are all of the following:

- 1) Must hold a Journeyman license in Heavy Equipment or Truck and Trailer.
- 2) Must have worked as a journeyman for five years as a crane mechanic.
- 3) Must have completed and passed one (1) or more recognized training courses in crane maintenance (Manitowoc or equivalent course approved by Management)
 - Level 1 = 1 course
 - Level 2 = 2 courses
 - Level 3 = 3 or more courses

Group 2 - Journeyman Class

Must have a Journeyman certificate in one of the following provincially recognized trades: Heavy Equipment or Truck and Trailer, welding (F4), machining, body repairmen, auto repair mechanic, Small Engine.

Group 3 - Apprentice Class

- 1) Must be enrolled in an Apprentice program for one of the following provincially recognized trades: Heavy Equipment or Truck and Trailer, welding, machining, body repairmen, auto repair mechanic
- 2) The rate of pay will be graduated according to number of Blocks completed. Duration not planned to exceed 4 years, unless failing of a block exam occurs. (Starting at 60% of Journeyman (Group 2) rate, 70%, after completion of 1st block, 80% of 2nd block and, 90% after completion of 3rd block).

Group 4 - Non Trade Class

General Labour in Maintenance Shop – not in an apprentice program, does not hold a provincially recognized trade certificate. (i.e. Stockroom attendant, parts runner, meter reader, etc...)

EXHIBIT "D"

SCHEDULE OF PAY RATES

Crane Operators

Crane Operators - Jan.31 2023 - Jan.30 2024

Group	Wage Rate	Training Center	Holiday (4%)	Vacation (6%-11%)	Pension	Benefits	Sick Pay (2%) ¹	Total Package
Class 1AA**	\$44.61	\$0.05	\$1.78	\$2.68 to \$4.91	\$5.52	\$2.28	\$0.89	\$57.81 to \$60.04
Class 1A*	\$42.61	\$0.05	\$1.70	\$2.56 to \$4.69	\$5.52	\$2.28	\$0.85	\$55.57 to \$57.70
1	\$40.61	\$0.05	\$1.62	\$2.44 to \$4.47	\$5.52	\$2.28	\$0.81	\$53.33 to \$55.36
2	\$38.85	\$0.05	\$1.55	\$2.33 to \$4.27	\$5.52	\$2.28	\$0.78	\$51.36 to \$53.31
3	\$34.51	\$0.05	\$1.38	\$2.07 to \$3.80	\$5.52	\$2.28	\$0.69	\$46.50 to \$48.23
4	\$30.94	\$0.05	\$1.24	\$1.86 to \$3.40	\$5.52	\$2.28	\$0.62	\$42.50 to \$44.05
5	\$25.27	\$0.05	\$1.01	\$1.52 to \$2.78	\$5.52	\$2.28	\$0.51	\$36.15 to \$37.42
LOA	\$130.00							
Milage	\$0.54							
Meals	Breakfast	\$21.00	Lunch	\$24.00	LOA Supper	\$34.00	OT Supper	\$25.00

(1) Sick pay is earned at a rate of 1/2 hr per 25 hours worked. No employee can earn more than 40 hours per year of sick time

CRANE APPRENTICE SCHEDULE OF REMUNERATION

1 st 1300 hours	70%
2 nd 1300 hours	80%
3 rd 1300 hours	90%
4 th 1000 hours	95%
5 th 1000 and mobile crane license	100%

These percentages shall apply to the Journeymen rate for the Class of equipment for which the Apprentice is deemed trained and qualified. Upon initial hire, the Apprentice rate will be based on the appropriate percentage of the Group 3 rate.

All new apprentices will be required to have a Class 1 license as a qualification of employment. If apprentice does not have a Class 1 on hire date, they will be required to obtain the license within one (1) year of hire as a condition of continued employment. Apprentice remuneration in absence of Class 1 shall remain at 70% remuneration rate until license is produced.

Truck Drivers

Truck Drivers - Jan.31 2023 - Jan.30 2024

Group	Wage Rate	Training Center	Holiday (4%)	Vacation (6%-11%)	Pension	Benefits	Sick Pay (2%) ¹	Total Package
3	\$32.90	\$0.05	\$1.32	\$1.97 to \$3.62	\$5.52	\$2.28	\$0.66	\$44.70 to \$46.34
LOA	\$130.00							
Milage	\$0.54							
Meals	Breakfast	\$21.00	Lunch	\$24.00	LOA Supper	\$34.00	OT Supper	\$25.00

(1) Sick pay is earned at a rate of 1/2 hr per 25 hours worked. No employee can earn more than 40 hours per year of sick time

Maintenance Department

Maintenance (Mechanics) - Jan.31 2023 - Jan.30 2024

Group	Wage Rate	Training Center	Holiday (4%)	Vacation (6%-11%)	Pension	Benefits	Sick Pay (2%) ¹	Total Package
1 (LEVEL 3)	\$41.78	\$0.05	\$1.67	\$2.51 to \$4.60	\$5.52	\$2.28	\$0.84	\$54.64 to \$56.73
1 (LEVEL 2)	\$41.20	\$0.05	\$1.65	\$2.47 to \$4.53	\$5.52	\$2.28	\$0.82	\$54.00 to \$56.06
1 (LEVEL 1)	\$40.60	\$0.05	\$1.62	\$2.44 to \$4.47	\$5.52	\$2.28	\$0.81	\$53.32 to \$55.35
2	\$40.02	\$0.05	\$1.60	\$2.40 to \$4.40	\$5.52	\$2.28	\$0.80	\$52.67 to \$54.67
3 (Apprentice)	% Group 2	See Exhibit C						
4	\$26.56	\$0.05	\$1.06	\$1.59 to \$2.92	\$5.52	\$2.28	\$0.53	\$37.60 to \$38.93
LOA	\$130.00							
Milage	\$0.54							
Meals	Breakfast	\$21.00	Lunch	\$24.00	LOA Supper	\$34.00	OT Supper	\$25.00

(1) Sick pay is earned at a rate of 1/2 hr per 25 hours worked. No employee can earn more than 40 hours per year of sick time

Maintenance (Welders) - Jan.31 2023 - Jan.30 2024

Group	Wage Rate	Training Center	Holiday (4%)	Vacation (6%-11%)	Pension	Benefits	Sick Pay (2%) ¹	Total Package
2	\$39.09	\$0.05	\$1.56	\$2.35 to \$4.30	\$5.52	\$2.28	\$0.78	\$51.63 to \$53.59
LOA	\$130.00							
Milage	\$0.54							
Meals	Breakfast	\$21.00	Lunch	\$24.00	LOA Supper	\$34.00	OT Supper	\$25.00

(1) Sick pay is earned at a rate of 1/2 hr per 25 hours worked. No employee can earn more than 40 hours per year of sick time

Maintenance (Painters) - Jan.31 2023 - Jan.30 2024

Group	Wage Rate	Training Center	Holiday (4%)	Vacation (6%-11%)	Pension	Benefits	Sick Pay (2%) ¹	Total Package
2	\$37.32	\$0.05	\$1.49	\$2.24 to \$4.11	\$5.52	\$2.28	\$0.75	\$49.65 to \$51.51
LOA	\$130.00							
Milage	\$0.54							
Meals	Breakfast	\$21.00	Lunch	\$24.00	LOA Supper	\$34.00	OT Supper	\$25.00

(1) Sick pay is earned at a rate of 1/2 hr per 25 hours worked. No employee can earn more than 40 hours per year of sick time

Apprenticeship Program Top Up

The Company agrees with the concept of topping up an apprentice's wages when they are attending school. The implementation date of this program will be March 30, 2009.

Under the current guidelines established by E.I.:

An employee's income in the program can not exceed 95% of their normal weekly earning. This percentage is a combination of E.I. (max 55%) and Company (max 40%).

Under the plan, the Company will pay an employee 95% of their normal weekly earnings during the waiting period without it affecting their E.I.

Under the plan, if an employee nets more than \$52,875.00 in a year, the federal government can clawback the E.I. payments the employee received through this plan.

Whereas E.I. is a monitored program, the Company assumes no responsibility for any monies lost by an employee should they be financially impacted by this program (clawback) and/or changes in the E.I. guidelines.

EXHIBIT "E" CRANE OPERATOR BONUS

Note: To be paid only when **operating** and **setting up**

Size	Bonus per Hour
9.5 and under	\$0.20
10 to 14.5 ton	\$0.35
15 to 17 ton	\$0.50
17.5 to 34 ton	\$0.70
35 to 49 ton	\$0.80
50 to 64 ton	\$0.90
65 to 74 ton	\$1.00
75 to 81 ton	\$1.10
82 to 89 ton	\$1.20
90 to 124 ton	\$1.30
125 to 139 ton	\$1.40
140 to 164 ton	\$1.50
165 to 199 ton	\$1.60
200 to 224 ton	\$1.70
225 to 249 ton	\$1.80
250 to 274 ton	\$1.90
275 to 299 ton	\$2.00
300 to 399 ton	\$2.50
400 to 499 ton	\$3.00
500 to 749 ton	\$3.50
750 to 999 ton	\$4.00
Over 1000 ton	\$4.50

EXHIBIT "F"

OPERATING BONUSES

- 1. All Working Foremen must be members of the Union and shall receive one dollar, eight cents (\$1.08) per hour above their regular rate.
- 2. All Site Supervisors shall receive three dollars, twenty-four cents (\$3.24) per hour above their regular rate.
- 3. All Senior Site Supervisors shall receive five dollars, twenty-four cents (\$5.24) per hour above their regular rate. Applies to the following;

Thane Tapley
Clinton Wells
Duane Kelly

- 4. Pile Driving leadsman will receive one dollar, eight cents (\$1.08) per hour above their regular rate.
- 5. Employees covered by this agreement, working on water from scows and barges shall receive One Dollar (\$1.00) per hour premium. (Guideline - applies where Personal Floatation Device is required).
- 6. Employees working at heights where fall arrest protection training is required will be paid a bonus of One Dollar (\$1.00) per hour. "Height" is defined as the distance from free fall to impact. (Guideline - would apply where fall arresting protection is required.)
- 7. *Crane Bonuses for Large Hydraulic Cranes operated as a "Business Unit"

A "Business Unit" crane is defined as a large hydraulic crane (100 ton capacity and over), that is operated to a large degree, as a business of its own. This is a one person machine, requiring superior customer service, a concentrated marketing effort, problem solving skills, flexibility and dedication. The operator is solely responsible for the movement of the crane, setting up and dismantling, as well as the safe and efficient operation. These are high usage machines and they tend to move from site to site on a regular basis.

In recognition of the unique business attributes of cranes falling into this description, the operator bonus for these machines will be paid when operating, setting up, and traveling the crane from location to location.

For the purposes of this clause, as of the date of signing of this Collective Agreement, the following cranes fall into the category of a "Business Unit":

Grove TSME9000E	110T
Demag AC435	180T
Liebherr LTM1160	190T
Demag AC180	200T
Grove GMK525	225T
Liebherr LTM1200	250T
Liebherr LTM1250	300T
Liebherr LTM1400	500T

APPENDIX "A"

Reno Comeau
Winston Smith
David Woods
Wade Bruce
Bertin Martin
Michel Martin
Jeff MacDonald
Geoff Ryan

APPENDIX “B” Clarification of Overtime

Overtime will apply for any hours worked outside an employee’s regular shift, including any required hours worked before the normal start time.

If hours before the normal start time are required by management, OT will be paid regardless if their regular shift hours are worked after the normal start time, or not. All production hours worked after the normal start time will be at regular rates until an employee’s regular shift hrs are worked. After that any hrs worked will be at OT rates.

If an employee requests to change their start time and work hours before the normal start time, and management grants approval, the regular rate will be applied from the new start time until their regular shift hrs are worked, after which OT will apply.

If an employee requests time off during the work day, management and the employee can make arrangements such that an employee can make up missed hrs outside the normal working hrs without OT being applied, if needed to accommodate the needs of both parties.

If an employee has been approved time off such that less than their regular shift hours are to be worked, but is then required to continue working into the approved time off, OT will apply for each hour worked after the time approved to be off.

Changes to the normal start time must be approved by management. Approved time off must be requested at the start of the previous day, or shift.

APPENDIX “C” Eight (8) Hours of Rest

If an employee works a portion of their regular shift and then is sent home and requested to return for the opposite shift (day shift to night shift or vice versa)

- The employee will be paid for the hours they worked during their regular shift at straight time and their second shift at overtime rates.
- If the cumulative hours worked in the day, as outlined in Article 9.01, do not total their regular shift hours then the employee will be topped up their regular shift hours for the day.

With regard to when a **cancelled shift** is paid:

- The employee will receive eight (8) hours off before being expected back to work.
- There are no cancelled shifts on weekends.
- If an employee working overtime from the shift immediately prior to their normal shift such that their subsequent 8 hours of rest will interfere in such a way that 3.5 hours or less of their normal shift remains, the employee will not be required to report for work and shall be paid for work for the rest of their normal scheduled shift.

Example:

If an employee's normal shift begins at 7:30am but they were requested to work a night shift the evening prior, and worked until 2:00am – they will be expected to be at work for 10:00am the following day to work the remainder of their day. They will be compensated for their regular shift hours excluding the 2 hours they worked after midnight.

APPENDIX “D” Travel, Mileage, Room and Board

With respect to Room and Board, clause 16.06, if an employee receives the room and board allowance, they are receiving LOA in lieu of arranged hotel accommodation and meals.

The Company will choose the most cost effective option to provide to an employee when working at an assigned site. The employee reserves the right to choose LOA in lieu of a hotel and meals. The following outlines the different arrangements:

1. An employee working 5 days per week and electing to receive a room and board allowance.

Monday	Tuesday	Wednesday	Thursday	Friday
Travel Time	LOA\$	LOA\$	LOA\$	Travel Time
Mileage				Mileage
Applicable LOA\$				

2. An employee staying in arranged hotel accommodation 4 nights per week.

Monday	Tuesday	Wednesday	Thursday	Friday
Travel Time	Meals	Meals	Meals	Breakfast
Mileage	Hotel Room	Hotel Room	Hotel Room	Lunch
Supper				Travel Time
Hotel Room				Mileage

3. An employee staying in arranged hotel accommodation 7 days per week.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Meals	Meals	Meals	Meals	Meals	Meals	Meals
Hotel Room	Hotel Room	Hotel Room	Hotel Room	Hotel Room	Hotel Room	Hotel Room

4. An employee staying in arranged hotel accommodation 5 days and receiving \$80 per for 2 days.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Meals	Meals	Meals	Meals	Meals	LOA\$	LOA\$
Hotel Room	Hotel Room	Hotel Room	Hotel Room			Hotel Room

5. An employee receiving \$80 per night in lieu of share hotel accommodation and meals for 7 days a week.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
LOA\$	LOA\$	LOA\$	LOA\$	LOA\$	LOA\$	LOA\$

This document is intended to clarify and ensure we are applying things consistently under the New Brunswick Collective Agreement. Please note that no language has changed under the current Collective Agreement.

APPENDIX “E” Overtime Meals

Supper Meal: As a result of working in excess of 2.5 hours immediately following a regular shift – those employees not already receiving room and board. Although the agreement states in excess we have been paying at the 2.5 hour mark and will continue to do so:

- Issue is around when an employee would receive a supper allowance at the end of the day
- The intent is to provide a meal to an employee if work requirements have not allowed the employee to prepare/eat the meal

Examples:

Regular Shift

- An employee completes Maintenance from 7:30 am to 8:00 am, completes their regular shift from 8:00 to 4:30 (8 hours) and then works overtime from 4:30 to 7:00 (2.5 hours). The employee **would** receive a supper meal allowances under these circumstances.
- An employee completes Maintenance from 7:30 am to 8:00 am, completes their regular shift from 8:00 to 4:30 (8 hours) and then works overtime from 4:30 to 6:30 (2 hours). The employee **would not** receive a supper meal allowances under these circumstances.
- An employee works from 6:00 am to 8:00 am (2 hours overtime), completes their regular shift from 8:00 to 4:30 (8 hours) and then works overtime from 4:30 to 6:30 (2 hours). The employee **would not** receive a supper meal allowances under these circumstances.
- An employee works from 8:00 am to 4:30 pm (8 hours regular) and then works overtime from 4:30 to 6:30 (2 hours) and then completes Maintenance from 6:30 to 7:00 (0.5 hours regular). The employee **would** receive a supper meal allowances under these circumstances.

Compressed Work Week

- An employee completes Maintenance from 7:00 am to 7:30 am, completes their regular shift from 7:30 to 6:00 (10 hours) and then works overtime from 6:00 to 8:30 (2.5 hours). The employee **would** receive a supper meal allowances under these circumstances.
- An employee completes Maintenance from 7:00 am to 7:30 am, completes their regular shift from 7:30 to 6:00 (10 hours) and then works overtime from 6:00 to 8:00 (2 hours). The employee **would not** receive a supper meal allowances under these circumstances.
- An employee works from 5:30 am to 7:30 am (2 hours overtime), completes their regular shift from 7:30 to 6:00 (10 hours) and then works overtime from 6:00 to 8:00 (2 hours). The employee **would not** receive a supper meal allowances under these circumstances.
- An employee works from 7:30 am to 6:00 pm (10 hours regular) and then works overtime from 6:00 to 8:00 (2 hours) and then completes Maintenance from 8:30 to 9:00 (0.5 hours regular). The employee **would** receive a supper meal allowances under these circumstances.

APPENDIX “F” **Major Industrial Projects**

- Heavy water plants
- Oil refineries
- Power stations
- Pulp mills
- Deep water ports or unloading docks
- Ore reduction plants
- Chemical plants
- Steel mills
- Heavy manufacturing plants
- Power plant/dams/tunnels
- Nuclear plants
- Bridges and wharves (over 6 million dollars)
- Onshore/Offshore oil related projects
- Tunnels, excluding road crossings
- Others as agreed between the parties

LETTER OF UNDERSTANDING

Re: Labour Management Committee

For the term of the current collective agreement, the parties agree to implement a Labour Management Relations Committee on the following terms:

The Company and the Union agree to form a Labour Management Relations Committee consisting of two (2) representatives of management and two (2) representatives of the bargaining unit, all of whom shall be employees of the Company. The committee will meet quarterly, or more frequently if they decide, using a prepared agenda and minutes will be kept and posted for employees to read.

The objective of this committee will be to provide information and improve or maintain harmonious relations between the Company, the Union and the employees and to discuss matters of mutual interest, excluding formal grievances.

This Letter will cease to have effect on the expiry of the collective agreement but nothing shall prevent the parties from agreeing in writing to continue the Committee or to negotiate it into subsequent collective agreements.