

COLLECTIVE AGREEMENT

(Hereinafter referred to as the 'Agreement')

Between

Boreal Cranes Inc.

(Hereinafter referred to as the 'Employer')

and

International Union of Operating Engineers, Local 904

(Hereinafter referred to as the 'Union')



Boreal Cranes Inc.

1801 Luce Street
Labrador City
A2V 2K5

Tel: (709) 282-3910
Fax: (709) 944-6452
website: borealescranes.com



**International Union of Operating Engineers,
Local 904**

62 Commonwealth Avenue
Mount Pearl, NL
A1N 1W8

Tel: (709) 747-9040
Fax: (709) 747-6760
website: www.luoe904.com

Effective:

December 19, 2022 – March 31, 2029

Contents

ARTICLE 1.00 - PURPOSE OF AGREEMENT	1
1.01 Purpose	1
ARTICLE 2.00 - REGOGNITION	1
2.01 Bargaining Agent.....	1
ARTICLE 3.00 – MANAGEMENT RIGHTS.....	1
3.01 Management Rights	1
ARTICLE 4.00 – JURISDICTIONAL DISPUTES	1
4.01 Jurisdictional Disputes – Work Assignments	1
4.02 Jurisdictional Dispute	1
4.03 Slowdown	1
ARTICLE 5.00 - UNION SECURITY	1
5.01 Membership.....	1
5.02 Hiring	1
5.03 Probationary Period.....	1
5.04 Employee Requests	2
5.05 Union Dues.....	2
5.06 New Member	2
5.07 Discrimination.....	2
ARTICLE 6.00 – SENIORITY	2
6.01 Seniority List.....	2
6.02 Lay-offs.....	2
6.03 Loss of seniority	2
6.04 Recall.....	2
ARTICLE 7.00 - HOURS OF WORK AND OVERTIME.....	2
7.01 Regular Work Day	2
7.02 Start and Finish of the Regular Work Day.....	3
7.03 Work Before or After the Regular Work Day	3
7.04 Lunch Period	3
7.05 Coffee Break.....	3
ARTICLE 8.00 - PAY DAY	3
8.01 Pay Day	3
8.02 Pay Statement.....	3
8.03 Pension Plan - Discontinued	3
8.04 Wage Increases	3
ARTICLE 9.00 - SHIFT SCHEDULES	3
9.01 Shift Schedules	3
ARTICLE 10.00 - WORKING CONDITIONS.....	4
10.01 Safety of Equipment	4
10.02 Use of Unsafe Equipment	4
10.03 Unauthorized Persons.....	4
10.04 Piece Work, Bonus or Contract Work	4
10.05 Regular Assignment	4
ARTICLE 11.00 - HOLIDAYS UNPAID AND PAID.....	4
11.01 Paid Holiday	4
11.02 In Lieu of Paid Statutory Holidays	4
11.03 Work done on a Statutory Holiday	4
11.04 Work done on Christmas Break	4
ARTICLE 12.00 - TRANSPORTATION AND TRAVEL TIME	5
12.01 Non-Resident Employee	5
12.02 Turn-Around Schedule	5
12.03 Transportation	5

Ad RD
ES

12.04	Housing	5
12.05	Use of Own Vehicle	5
12.06	Camp Accommodations	5
12.07	Transfer	5
ARTICLE 13.00 - VACATION PAY		5
13.01	Vacation Pay	5
ARTICLE 14.00 - REPORTING TIME		5
14.01	Reporting Time	5
14.02	Layoff	5
14.03	Reporting Time Beyond Mid Shift	6
14.04	Call out	6
ARTICLE 15.00 - HEALTH, SAFETY, TOOLS AND EQUIPMENT		6
15.01	Safety Legislation	6
15.02	Sanitation	6
15.03	Safety Equipment	6
15.04	Insurance	6
15.05	Store Tools	6
15.06	Tool Condition	6
15.07	Storage of Tools	6
ARTICLE 16.00 - ACCESS TO THE JOB SITE		6
16.01	Access to the Job Site	6
ARTICLE 17.00 - UNION REPRESENTATION AND SHOP STEWARD		7
17.01	Shop Steward	7
17.02	Notice in Writing	7
17.03	Shop Steward Layoff and Rehire	7
17.04	Bulletin Board	7
17.05	Conflict	7
ARTICLE 18.00 - GRIEVANCE PROCEDURE		7
18.01	Initial Discussion	7
18.02	Grievance Procedure	7
18.03	Employer Grievance	7
ARTICLE 19.00 - ARBITRATION		8
19.01	Arbitration	8
19.02	Authority of the Arbitrator	8
19.03	Expense of the Arbitrator	8
ARTICLE 20.00 - STRIKES AND LOCKOUTS		8
20.01	Strikes and Lockouts	8
ARTICLE 21.00 - SAVING CLAUSE		8
21.01	Saving Clause	8
21.02	Mutual Intent to Negotiate	8
21.03	Remainder Remains in Effect	8
ARTICLE 22.00 - PENSION PLAN		8
22.01	Pension Plan	8
ARTICLE 23.00 - BENEFIT PLAN		8
23.01	Benefit Plan	8
ARTICLE 24.00 - BEREAVEMENT LEAVE		9
24.01	Bereavement Pay	9
24.02	Bereavement Leave	9
ARTICLE 25.00 - TRAINING AND PROMOTION		9
25.01	Contribution	9
25.02	Remittance	9
ARTICLE 26.00 - DISMISSAL AND DISCIPLINE		9
26.01	Disciplinary Action	9
26.02	Steps of Progressive Discipline	9
26.03	Disciplinary Severity	10
26.04	Discharge	10

EB

AA RD

26.05	Warning	10
26.06	Site Rules	10
26.07	Medical	10
ARTICLE 27:00 – SUBCONTRACTORS		11
27:01	Definition.....	11
27:02	Contractors not Signatory to Agreement.....	11
27:03	Notification of Workers to be Employed by Sub-Contractors	11
ARTICLE 28.00 - DURATION OF AGREEMENT		11
28.01	Duration of Agreement	11
APPENDIX A.....		12
APPENDIX B.....		15
CLASSIFICATIONS		15
SIGNATURE PAGE		16

SD
AH RD

ARTICLE 1.00 - PURPOSE OF AGREEMENT

- 1.01 **Purpose** – The purpose of this agreement is to establish and maintain mutually satisfactory hours of work, wages and working conditions.

ARTICLE 2.00 - REGOGNITION

- 2.01 **Bargaining Agent** – The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer as defined by the Newfoundland and Labrador Labour Relations Board certification order issued on March 1st, 2018.

ARTICLE 3.00 – MANAGEMENT RIGHTS

- 3.01 **Management Rights** – The Union recognizes and acknowledges that it is the exclusive right and responsibility of the Employer to manage its business as its sees appropriate, subject to the terms and conditions of this Agreement.

ARTICLE 4.00 – JURISDICTIONAL DISPUTES

- 4.01 **Jurisdictional Disputes – Work Assignments** – Should a dispute of a jurisdictional nature arise with respect to any of the work covered under the scope of this Agreement, the Employer will make an assignment of the disputed work.
- 4.02 **Jurisdictional Dispute** - The employees who have been performing the work under dispute assigned by the Employer will continue to do so until resolution of the dispute via the grievance and arbitration procedure.
- 4.03 **Slowdown** – There shall be no slowdown, stoppage of work or any other individual or collective action to interfere directly or indirectly with the progress of the work because of a jurisdictional dispute.

ARTICLE 5.00 - UNION SECURITY

- 5.01 **Membership** – The Employer and the Union agree that the employees covered by Appendix 'A' of this Agreement, as a condition of employment, shall be or become, a member in good standing of the Union. A new employee, as a condition of employment, will apply to become a member in good standing of the Union within thirty (30) days after being hired and such membership shall not be refused by the Union for illegal or unreasonable reasons.
- 5.02 **Hiring** – The Union recognizes the right of the Employer to hire any individual it deems qualified to do the work. All personnel hired by the employer within the jurisdiction of the union will be required to obtain a Clearance Card (work referral) from the union before commencing work.
- 5.03 **Probationary Period** - Each newly hired employee is subjected to a probationary period of once hundred and twenty (120) days of work during which his employment man be terminated at any time.

- 5.04 **Employee Requests** - When employees are required, the employer shall request the union to supply competent and qualified people and the union shall supply, when available, competent and qualified people as requested. If after a period of, three days (3 days) excluding Saturdays, Sundays and Holidays as contained herein, with the day or request being Day 1, the union is unable to supply the quality of competent, qualified people as requested, the employer may procure such employees elsewhere.
- 5.05 **Union Dues** - When issuing pay, the Employer will deduct union dues as instructed by the Union and remit such dues to the Union within the fifteenth (15) day of the following month, together with a list of the employees on whose behalf these deductions have been made.
- 5.06 **New Member** - Should the employee be a new member of the Union; the Employer will deduct from the employee and remit to the Union the initiation fee as instructed by the Union.
- 5.07 **Discrimination** - The Employer shall not discriminate against the employees by reason of their membership in the Union and/or their participation in its lawful activities.

ARTICLE 6.00 – SENIORITY

- 6.01 **Seniority List**- Within six (6) months of the ratification of this Agreement and annually thereafter, the Employer shall post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement. This list will show the dates when each employee commenced his employment with the Employer. The Employer shall forward a copy of this list to the Union on the date of the posting.
- 6.02 **Lay-offs**- in the event of a reduction in the work force, employees will be laid-off by occupation in the reverse order of seniority, starting first with the employees residing outside of Newfoundland and Labrador, provided the remaining employees have the qualifications, skills and abilities to carry out the work available in a competent and efficient manner.
- 6.03 **Loss of seniority**- An employee shall lose his seniority and his name will be removed from the seniority list in the following circumstances, subject to the grievance procedure:
- A. Dismissal;
 - B. Resignation;
 - C. Lay-off for more than twelve (12) months;
 - D. After more than twenty-four (24) months not working as a result of a work-related accident or occupational illness or an illness covered by the Union Benefit Plan;
 - E. Failure to return to work after a recall to work.
- The Union or the Shop Steward will be notified when an employee loses seniority as per a), b), c), d) or e) above.
- 6.04 **Recall**- Employees are recalled by occupation in order of seniority, starting first with the employees residing in Newfoundland and Labrador, provided they have the qualifications, skills and abilities to carry out the work available in a competent and efficient manner.

ARTICLE 7.00 - HOURS OF WORK AND OVERTIME

- 7.01 **Regular Work Day** - Eight-and-one-half (8.5) hours Monday through Friday shall constitute a regular work day throughout this Agreement. Monday through Friday shall constitute a regular work week for employees from the local geographical area throughout this Agreement.

EA
RD
JH

- 7.02 **Start and Finish of the Regular Work Day** - The regular work day shall start, as determined by the Employer from time to time to suit varying conditions of business, operations and weather, no earlier than 6:00 am and finish no later than 6:00 pm.
- 7.03 **Work Before or After the Regular Work Day** - All hours worked before or after the regular work day shall be paid at double time, except for non-billable work and for employees normally assigned to the shop which will be paid at time and one-half (1.5X). (Mechanics shall be paid double time (2X) when working away from the shop (in the field) after regular work hours. applicable 2024-01-01)
- 7.04 **Lunch Period** - An unpaid thirty (30) minute lunch period will be provided starting normally four (4) hours, but not more than five (5) hours, after the start of the regular work day. An employee required to work through the lunch period shall be paid at time and one half (1.5X) (Double time (2X), applicable 2024-01-01) for this period.
- 7.05 **Coffee Break** - Each employee shall be allowed a ten (10) minute coffee break during the first half and the second half of their regular work day.

ARTICLE 8.00 - PAY DAY

- 8.01 **Pay Day** - Employees shall be paid weekly by direct deposit.
- 8.02 **Pay Statement** - A statement of hours worked, earnings and deductions will be made available to each employee each week.
- 8.03 **Pension Plan - Discontinued** - In the event the pension plan is discontinued for any reason, the contribution made by the Employer in the name of the employee shall be paid directly to the employee.
- 8.04 **Wage Increases** - The increases will be effective on the following dates as per appendix A, and for the duration of this agreement.
- Upon signing
 - January 1, 2024
 - April 1, 2025
 - April 1, 2026
 - April 1, 2027
 - April 1, 2028.

ARTICLE 9.00 - SHIFT SCHEDULES

- 9.01 **Shift Schedules** - When a shift schedule is deemed necessary by the Employer, the following shall apply:

SHIFT WORK

The first eight and one-half (8.5) hours worked by an employee are paid at the regular hourly rate and the additional hours worked are paid at the applicable overtime rate.

SHIFT PREMIUM

A shift premium of \$3.00 per hour is paid to an employee for each hour worked by this employee after 5:00pm and before 8:00am.

ARTICLE 10.00 - WORKING CONDITIONS

- 10.01 Safety of Equipment** - The Employer agrees to maintain all equipment in a safe working condition and the employees shall do the same. The Employer agrees to make all reasonable provisions for the health and safety of its employees at all times during the hours of employment, and all employees shall use safety equipment provided by the Employer.
- 10.02 Use of Unsafe Equipment** - No Employee shall be obliged by the terms of this agreement to use any equipment or vehicle not in a safe operating condition or not equipped with all safety appliances required by law. Employees are required to report by following the appropriate Employer designated process any unsafe conditions or unsafe equipment which they observe.
- 10.03 Unauthorized Persons** - No unauthorized person shall have the right to interfere with employees during working hours.
- 10.04 Piece Work, Bonus or Contract Work** - No piece work, bonus or contract work shall be performed by employees covered by this agreement and all work shall be paid on an hourly basis.
- 10.05 Regular Assignment** - If an Employee is assigned to an equipment and work is required after the normal hours of work, this Employee will be assigned to such work.

ARTICLE 11.00 - HOLIDAYS UNPAID AND PAID

- 11.01 Paid Holiday** - The holidays recognized under this agreement are as follows:

NEW YEARS DAY	GOOD FRIDAY
VICTORIA DAY	CANADA DAY
REGATTA DAY	LABOUR DAY
THANKSGIVING DAY	REMEMBRANCE DAY
CHRISTMAS DAY	BOXING DAY

- 11.02 In Lieu of Paid Statutory Holidays** - In lieu of paid statutory holidays, each Employee shall receive weekly four percent (4%) five of their regular working hours at their base hourly rate.
- 11.03 Work done on a Statutory Holiday**- All hours worked on a holiday identified in article 11.01 will be paid at time and one half (1.5X), (Double time (2X) applicable 2024-01-01) irrespective of articles 7.02 and 7.03.
- 11.04 Work done on Christmas Break** - (A window between December 14 - January 12) When only some employees are required and there are no volunteers, the most junior qualified person shall work, all employees shall have a turn working a Christmas break in rotation. Employees shall not be required to work two consecutive Christmas breaks. It is understood that all employees may have to work. A new work schedule can be started in the first week of January by order of seniority.

ARTICLE 12.00 - TRANSPORTATION AND TRAVEL TIME

12.01 Non-Resident Employee – An Employee residing more than one hundred (100) kilometers from Wabush is a Non-Resident Employee.

12.02 Turn-Around Schedule – A resident or non-resident employee will work on one off the following schedules according to the operational needs established by the company. Double time (2x) shall be paid for all work performed on scheduled days off. Labrador travel time shall be eight (8) hours pay per day.

The employee will work on one of the following schedules. Employees will be notified of shift change on days off, before returning back to work (complete their scheduled days off).

- 21-14
- 14-14
- 14-7
- 5-2 (Resident employees. through mutual agreement between the employee and supervisor local employees may work one of the other agreed schedules).

12.03 Transportation – Return transportation to the work location is provided by the Employer. Shared local transportation at and around the work location is also provided by the Employer.

12.04 Housing – Non-Resident Employees are housed by the Employer in shared accommodations with house keeping services provided by the employer (and shall receive \$ 30.00 Per Diem per day for meals, except when living in camp (article 12.06). applicable 2024-01-01)

12.05 Use of Own Vehicle - When an Employee is requested by the Employer to use his own vehicle for the convenience of the Employer, he shall be compensated at the rates per kilometer compliant with the Employer's policy.

12.06 Camp Accommodations - On any job site where camp accommodations are provided, all employees shall be provided such accommodations free of charge. Employees living in camps shall have transportation from the camp to the job site and return provided daily.

12.07 Transfer - An employee being transferred from one work site to another at the Employer's request shall be paid straight time for time spent traveling to a maximum of one regular shift for each day spent traveling and shall be provided with free transportation and free board and lodging while being transferred.

ARTICLE 13.00 - VACATION PAY

13.01 Vacation Pay - Vacation Pay shall be four percent (4%) paid to each employee on gross wages earned.

ARTICLE 14.00 - REPORTING TIME

14:01 Reporting Time - When an employee reports as usual for work but is unable to start work because of circumstances beyond their control, he shall be paid a minimum of four (4) hours pay at his applicable rate. If, however, the employee commences work, he shall be paid to mid shift.

14.02 Layoff - If an employee reports for work on two consecutive occasions, but does not commence work, he shall, at his option, be entitled to layoff.

- 14.03 Reporting Time Beyond Mid Shift** - If an employee is required to stay beyond mid shift, he shall be entitled to a minimum of one (1) day's pay, at his applicable rate of pay and scheduled hours of work.
- 14.04 Call out** - Employees who have completed their days scheduled work and have left the work site or have returned to their housing and are called out and returns to work, such employee shall receive no less than three (3) hours pay at the applicable overtime rate of pay. Workers who work in excess of three hours shall be paid for actual time worked at applicable overtime rate.

ARTICLE 15.00 - HEALTH, SAFETY, TOOLS AND EQUIPMENT

- 15.01 Safety Legislation** - Employees shall comply with all applicable provisions of Provincial Health, Sanitation and Safety Laws and Regulations in addition to those rules established by the Employer.
- 15.02 Sanitation** – The Employer will ensure the employees have access to sanitary facilities and fresh water when at work.
- 15.03 Safety Equipment** - The Employer will provide, without cost, safety hats, rain coats, rubber boots, welding helmets, safety goggles, work gloves, coveralls, and safety equipment for high voltage work for the use of employees, as well as all seasonal footwear, winter clothing and safety apparel. The employee will sign for such equipment supplied by the Employer and authorize deductions of the cost from their wages if they do not return such equipment in good condition, subject to reasonable wear and tear when they are returned. Employees who fail to observe and practice the established safety and working rules of the Employer shall be subject to disciplinary action. Employees must work 4 weeks before receiving seasonal clothing.
- 15.04 Insurance** - The Employer will provide insurance against loss of tools by fire or theft, due to break and entry up to the following limits:
- One thousand (\$1,000.00) dollars limit for clothing
Ten thousand (\$10,000.00) dollars limit for tools
- 15.05 Store Tools** - Where it is necessary for an employee to pick up, store and lock up their tools, he shall be allowed ten (10) minutes before the end of each shift for the purpose of doing so.
- 15.06 Tool Condition** - The tools of an employee shall be in good condition when they first report on the job and shall be kept so on the Employer's time providing this practice shall not be abused.
- 15.07 Storage of Tools** - A suitable place shall be provided by the Employer for the safe storage of an employee's tools when not in use.

ARTICLE 16.00 - ACCESS TO THE JOB SITE

- 16.01 Access to the Job Site** - Business Representatives of the Union shall have access to the job site during working hours, but in no case shall their visits interfere with the progress of work. Arrangements for the access will be made with the Employer prior to the visit.

ARTICLE 17.00 - UNION REPRESENTATION AND SHOP STEWARD

- 17.01 Shop Steward** - The Employer acknowledges the right of the Union to appoint one shop steward. Should the Employer implement more than one shift, the Employer and the Union will discuss the appointment of one shop steward per shift should additional shift be for a sufficient duration to warrant it.
- 17.02 Notice in Writing** - The Union shall advise the Employer in writing of the name of shop steward and any subsequent change. This should be done as soon as possible.
- 17.03 Shop Steward Layoff and Rehire** - The shop steward shall not be discriminated against or dismissed except for just cause and until such dismissal is discussed with the Business Manager or their Agent or the Union. In the event of a reduction in the work force, the steward shall be the last employee in their classification to be laid off providing they are qualified to perform the work remaining to be done by the reduced work force.
- 17.04 Bulletin Board** - The Employer shall provide a bulletin board in a conspicuous place, easily accessible to and frequented by a majority of the employees.
- 17.05 Conflict** - A shop steward, under no circumstances, shall make any arrangement with the foreperson or management that will change or conflict in any way with any section or term of this Agreement.

ARTICLE 18.00 - GRIEVANCE PROCEDURE

- 18.01 Initial Discussion** - Any employee who believes the Employer failed to correctly apply the terms of the Agreement shall first discuss the matter with his immediate supervisor to attempt to reach a mutually satisfactory solution. This employee may request to be accompanied by a Shop Steward.
- 18.02 Grievance Procedure** - If no settlement is reached at the stage of the Initial Discussion, the employee may file a grievance according to the following procedure:
- Step 1** The grievor shall present the grievance to their immediate supervisor within five (5) days after the circumstances giving rise to the grievance occurred. If a satisfactory settlement is not reached within two (2) full working days, the grievance may be presented at the next step by the grievor.
- Step 2** The grievor may, with their Shop Steward or Union Representative, present their grievance in writing to their immediate supervisor's manager within two (2) full working days after the grievance was rejected at Step 1. If a satisfactory settlement is not reached within five (5) full working days, the grievance may be presented at the next step.
- Step 3** The Union, if it considers it a valid grievance, may submit the grievance to the Employer and the respective designated officials of both parties shall meet as promptly as possible thereafter in order to endeavor to settle the grievance. If a satisfactory settlement is not reached within ten (10) days from this meeting, the grievance may be submitted to arbitration no later than fourteen (14) days thereafter otherwise the grievance is deemed abandoned.
- 18.03 Employer Grievance** - The Union recognizes that the Employer has the same recourse as described in 18.02.

ES
RD
JAH

ARTICLE 19.00 - ARBITRATION

- 19.01 Arbitration** – A grievance that is submitted to arbitration in accordance with the procedure outlined above can be referred to a mutually agreeable single arbitrator or, alternatively, either party may apply to the Minister of Labour for the appointment of an arbitrator as per the Labour Relations Act.
- 19.02 Authority of the Arbitrator-** The Arbitrator shall not have the power to alter, vary, modify, or amend any of the provisions of this Agreement or substitute any provisions of this Agreement nor render a decision inconsistent therein.
- 19.03 Expense of the Arbitrator-** The losing party will cover all the cost associated with the arbitration.

ARTICLE 20.00 - STRIKES AND LOCKOUTS

- 20.01 Strikes and Lockouts** - There shall be no strikes, lockouts, slowdowns or stoppage of work during the life of this agreement.

ARTICLE 21.00 - SAVING CLAUSE

- 21.01 Saving Clause** - Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, such invalidation of such part or portion of this agreement shall not invalidate the remaining of the collective agreement which shall remain in full force.
- 21.02 Mutual Intent to Negotiate-** It is the mutual intent of the parties hereto to negotiate an agreement which complies in every respect with all applicable provincial and federal laws and regulations.
- 21.03 Remainder Remains in Effect-** The remaining part or provisions shall remain in full force and effect.

ARTICLE 22.00 – PENSION PLAN

- 22.01 Pension Plan** -The Employer shall contribute on behalf of each employee into the Union Pension Plan on a per hour earned basis as per Appendix A.

ARTICLE 23.00 - BENEFIT PLAN

- 23.01 Benefit Plan** - The Employer shall contribute on behalf of each employee into the Union Benefit Plan on a per hour worked basis as per Appendix A.

ARTICLE 24.00 - BEREAVEMENT LEAVE

24:01 Bereavement Pay - The Employer shall pay funeral leave to any employee who suffers the loss of a member of their immediate family as per the following:

Children and spouse	5 days
Mother / Father / Brother / Sister	3 days
Father-in-law / Mother-in-law / Son-in-Law / Daughter-in-Law	2 days
Grand-Father / Grand-Mother / Grand Children / Sister-in-law/ Brother-in-law/Step-Brother / Step-Sister	1 day

24:02 Bereavement Leave - Such leave shall not be made for the time that would not normally have been worked by the employee and under no circumstances will pay be granted for overtime missed as a result of the absence.

ARTICLE 25.00 – TRAINING AND PROMOTION

25.01 Contribution- The Employer shall make contributions into the Operating Engineers Training and Promotion Fund for each hour worked by each employee at the rate specified in Appendix A.

25.02 Remittance- The Employer shall, not later than the fifteenth (15) day off each month, remit the contributions of the previous month.

ARTICLE 26.00 – DISMISSAL AND DISCIPLINE

26.01 Disciplinary Action – The purpose of disciplinary action is to provide a consistent approach to managing behaviors through informal and formal corrective processes. Through a series of progressive disciplinary steps employees are given the opportunity to fix their performance problems.

26.02 Steps of Progressive Discipline

A. **Verbal Warning** – At this step there is no formal written communication with the employee. This step is concerned with advising the employee that the actions or behaviors are inconsistent with policies and workplace standards; ensuring that the employee has the relevant policies or standards and understands them; advising the employee how his behavior is to be corrected and why. An employee may receive verbal warnings one or more times, depending on the similarity and relationship between events. It is left to the manager/supervisor's discretion to determine when verbal warnings are no longer appropriate.

B. **Written Warning** – Discipline at this level will usually be the result of the employee not responding to previous verbal warnings or the nature of the action / behavior is more serious. This documentation, copy of which will be sent to the Union, will usually follow a meeting between the supervisor and the employee and shall include:

- 1) An identification of the action/behaviour that was discussed
- 2) A statement that this action/behaviour is unacceptable
- 3) Confirmation that the employee is expected to not repeat similar actions/behaviours

- 4) An indication that future events may result in moving to the next step in the progressive discipline process
- C. **Suspension Without Pay** – At this stage, previous disciplinary action has not produced the desired change in behavior/action or the event is sufficiently serious to warrant this level of discipline immediately. Suspension shall be the remainder of the shift in which it occurred plus one (1) full day to five (5) full days and the employee shall be removed from their role, based on the severity of the actions/behaviours. Documentation shall include all items in 26.02 B. plus an indication that any future events requiring this level of discipline will result in immediate termination of employment.
- D. **Termination of Employment** – This step in the progressive discipline process shall be either, when a suspension is not seen as having the potential for correcting a situation, given the employee's failure to respond to previous disciplinary action, or the severity of the action/behavior warrants termination. Examples of these can be found in clause 26.05 hereunder. At this level of disciplinary action, the employee is to be removed from the workplace immediately. Discharge shall be by written notice which notice will contain the reason for discharge. A copy of the notice given to the employee shall be forwarded to the Union immediately upon being given to the employee.
- 26.03 Disciplinary Severity** – Although it is the intent of 26.02 to administer discipline on a progressive basis, the severity of the event will determine the level of disciplinary action.
- 26.04 Discharge** – The Company shall not discharge nor suspend an employee without just cause.
- 26.05 Warning** – No warning need be given to an employee before they are discharged for the following reasons:
- A. Theft;
 - B. Possession, trafficking and/or consuming or under the influence of alcohol or drugs during working hours or at the workplace. This does not include circumstances where the employee is taking medication prescribed by their treating physician where they have been cleared to return to work.
 - C. Physical assault on another person;
 - D. Insubordination involving threatening behavior and/or physical contact;
 - E. Wilful damage to property or equipment
 - F. Gross negligence or willful action that exposes self or others to a serious and imminent safety risk;
 - G. Coordination/direction of organized gambling activities at the workplace; or
 - H. A history or record of repeated safety infractions.
- 26.06 Site Rules** – In the event a client safety rules are more severe than those imposed by the Employer, than the clients' rules shall apply. If an employee is removed from a worksite by a client for an incident that warrants such action based on client rules, their employment with the Employer shall cease immediately
- 26.07 Medical** – The Employer may require all employees and potential employees to undergo a pre-employment medical examination to assess the employee or potential employee capacity to fulfill the requirements of the job.

ARTICLE 27:00 – SUBCONTRACTORS

- 27:01 Definition** - A sub-contractor is a person or contractor who performs work which if done by the employer would come under the terms and conditions of the agreement.
- 27:02 Contractors not Signatory to Agreement** - When subcontracting work, the company will prioritize the use of unionized companies whenever possible.
- 27:03 Notification of Workers to be Employed by Sub-Contractors** - Sub-contractors working under this arrangement shall notify the union, before commencing work on the job, the names of the employees to be employed on the job. The employer agrees to advise the sub-contractor of this requirement prior to the commencement of this work.

ARTICLE 28.00 - DURATION OF AGREEMENT

- 28.01 Duration of Agreement** – This Agreement shall become effective on the date of its signing and shall remain in full force and effect until March 31, 2029, and shall continue from year to year thereafter unless notification to renegotiate is given by either of the parties to this Agreement in writing within sixty (60) days prior to its expiry date.

SB AH
RD

APPENDIX A

<u>Group 1</u>		1/01/23	1/01/24	4/01/25	4/01/26	4/01/27	4/01/28
Hourly Adjustment		\$ 2.50	\$ 4.00	\$ 1.25	\$ 1.00	\$ 0.75	\$ 1.00
Basic hourly rate	\$ 34.50	\$ 37.00	\$ 41.00	\$ 42.25	\$ 43.25	\$ 44.00	\$ 45.00
Stat holiday (4%)	\$ 1.38	\$ 1.48	\$ 1.64	\$ 1.69	\$ 1.73	\$ 1.76	\$ 1.80
Vacation pay (4%)	\$ 1.38	\$ 1.48	\$ 1.64	\$ 1.69	\$ 1.73	\$ 1.76	\$ 1.80
Benefit	\$ 2.15	\$ 3.01	\$ 3.01	\$ 3.01	\$ 3.01	\$ 3.01	\$ 3.01
Pension plan	\$ 4.25	\$ 4.25	\$ 4.50	\$ 4.50	\$ 4.50	\$ 5.50	\$ 6.00
Training	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
Mem Ben			\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
Int Training			\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
Total package	\$ 43.91	\$ 47.47	\$ 52.29	\$ 53.64	\$ 54.72	\$ 56.53	\$ 58.11
Adjustment %		8.11%	10.15%	2.58%	2.01%	3.31%	2.79%

<u>Group 2</u>		1/01/23	1/01/24	4/01/25	4/01/26	4/01/27	4/01/28
Hourly Adjustment		\$2.25	\$3.65	\$1.15	\$0.95	\$0.65	\$0.85
Basic hourly rate	\$31.50	\$33.75	\$37.40	\$38.55	\$39.50	\$40.15	\$41.00
Stat holiday (4%)	\$1.26	\$1.35	\$1.50	\$1.54	\$1.58	\$1.61	\$1.64
Vacation pay (4%)	\$1.26	\$1.35	\$1.50	\$1.54	\$1.58	\$1.61	\$1.64
Benefit	\$2.15	\$3.01	\$3.01	\$3.01	\$3.01	\$3.01	\$3.01
Pension plan	\$4.25	\$4.25	\$4.50	\$4.50	\$4.50	\$5.50	\$6.00
Training	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Mem Ben			\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Int Training			\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Total package	\$40.67	\$43.96	\$48.40	\$49.64	\$50.67	\$52.37	\$53.79
Adjustment %		8.09%	10.10%	2.57%	2.07%	3.36%	2.71%

COLLECTIVE AGREEMENT
BOREAL CRANES AND IUOE 904
DECEMBER 19, 2022 – MARCH 31, 2029

SA
RD

Group 3		1/01/23	1/01/24	4/01/25	4/01/26	4/01/27	4/01/28
Hourly Adjustment		\$2.00	\$3.35	\$1.05	\$0.85	\$0.50	\$0.80
Basic hourly rate	\$28.50	\$30.50	\$33.85	\$34.90	\$35.75	\$36.25	\$37.05
Stat holiday (4%)	\$1.14	\$1.22	\$1.35	\$1.40	\$1.43	\$1.45	\$1.48
Vacation pay (4%)	\$1.14	\$1.22	\$1.35	\$1.40	\$1.43	\$1.45	\$1.48
Benefit	\$2.15	\$3.01	\$3.01	\$3.01	\$3.01	\$3.01	\$3.01
Pension plan	\$4.25	\$4.25	\$4.50	\$4.50	\$4.50	\$5.50	\$6.00
Training	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Mem Ben			\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Int Training			\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Total package	\$37.43	\$40.45	\$44.57	\$45.70	\$46.62	\$48.16	\$49.52
Adjustment %		8.07%	10.18%	2.54%	2.01%	3.30%	2.83%

Group 4		1/01/23	1/01/24	4/01/25	4/01/26	4/01/27	4/01/28
Hourly Adjustment		\$1.75	\$3.00	\$0.95	\$0.80	\$0.40	\$0.70
Basic hourly rate	\$25.50	\$27.25	\$30.25	\$31.20	\$32.00	\$32.40	\$33.10
Stat holiday (4%)	\$1.02	\$1.09	\$1.21	\$1.25	\$1.28	\$1.30	\$1.32
Vacation pay (4%)	\$1.02	\$1.09	\$1.21	\$1.25	\$1.28	\$1.30	\$1.32
Benefit	\$2.15	\$3.01	\$3.01	\$3.01	\$3.01	\$3.01	\$3.01
Pension plan	\$4.25	\$4.25	\$4.50	\$4.50	\$4.50	\$5.50	\$6.00
Training	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Mem Ben			\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Int Training			\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Total package	\$34.19	\$36.94	\$40.68	\$41.71	\$42.57	\$44.00	\$45.26
Adjustment %		8.04%	10.12%	2.52%	2.07%	3.36%	2.85%

2023 Retroactive (basic hourly rate) will be paid in 2 separate payments: August 1st and Nov 1st

COLLECTIVE AGREEMENT
BOREAL CRANES AND IUOE 904
DECEMBER 19, 2022 – MARCH 31, 2029

GD
RD

Premiums

Crane Repair Expertise Premium	10% of Basic Hourly Rate for all hours worked	
CWB Welding Premium	\$1.00 for all hours worked	
Class 1 Truck Driving Licence	\$1.00 for all hours worked	
Goose neck float operations	\$2.00 for all hours operating a goose neck float	
Tonnage premium (Crane operators only)	\$0.80/hr	from 100 to 149 tons
	\$1.00/hr	from 150 to 199 tons
	\$1.50/hr	from 200 to 299 tons
	\$0.20/hr	for each additional 50 tons after 299 tons

All premiums paid are deemed as straight time and will not attract any applicable overtime rates.

Lead Hand

An employee appointed as Lead Hand will be paid an hourly premium equivalent to 10% of his regular wage rate for all his hours worked as Lead Hand, including overtime work when applicable. The appointment and termination of an employee in a role of Lead hand is and will continue to remain the sole prerogative of the Employer; the Employee may accept or refuse to act as Lead Hand.

SD
RD
JAH

APPENDIX B

CLASSIFICATIONS

GROUP 1 Heavy Duty Equipment Technician (Red Seal)
Mobile Crane Operator (Red Seal)

GROUP 2 Heavy Duty Mechanic
Truck and Transport Mechanic (Red Seal)
Boom Truck Operator (Blue Seal)

GROUP 3 Truck Driver
Welder

GROUP 4 Helper

Hoisting apprentice shall be hired in the following manner, the Employer will hire a minimum of one (1) hoisting apprentice for every four (4) hoisting journeypersons employed by the employer.

Apprentices

The following scheme of remuneration shall apply for all apprentices:

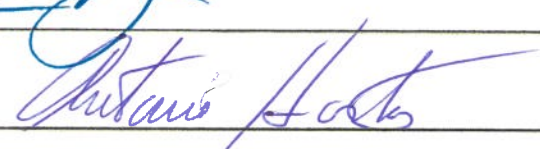
1 st	800 hours	60% of journeyperson Rate
2 nd	800 hours	65% of journeyperson Rate
3 rd	800 hours	70% of journeyperson Rate
4 th	800 hours	75% of journeyperson Rate
5 th	800 hours	80% of journeyperson Rate
6 th	800 hours	90% of journeyperson Rate

SB
RD
AH

SIGNATURE PAGE

Signed at Bale-Comeau, in the Province of Quebec, this 8 day of Aug 2023.

Boreal Cranes Ltd.

Signed at Mount Pearl, in the Province of Newfoundland and Labrador, this 2nd day of Aug 2023.

International Union of Operating Engineers, Local 904

