

ROAD BUILDING INDUSTRY STANDARD AGREEMENT  
GEOGRAPHICAL SCHEDULE "2"  
(VANCOUVER ISLAND)

AGREEMENT BETWEEN:

HUB CITY PAVING LTD.

LAFARGE AGGREGATES & CONCRETE WESTERN CANADA

A DIVISION OF LAFARGE CANADA INC.

RAYNER BRACHT CONSTRUCTION INC.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

March 1, 2020 to February 28, 2023

## TABLE OF CONTENTS

ARTICLE 1. OBJECTS .....	1
ARTICLE 2. DURATION .....	1
ARTICLE 3. EXTENT .....	2
ARTICLE 4. WAGES .....	4
ARTICLE 5. BENEFITS AND PENSION PLAN.....	8
ARTICLE 6. HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME.....	10
ARTICLE 7. OVERTIME .....	12
ARTICLE 8. TRANSPORTATION.....	13
ARTICLE 9. WORKING CONDITIONS .....	16
ARTICLE 10. UNION SHOP .....	19
ARTICLE 11. JOB STEWARDS.....	21
ARTICLE 12. ROOM AND BOARD .....	21
ARTICLE 13. ACCIDENT PREVENTION .....	22
ARTICLE 14. DISPUTES.....	23
ARTICLE 15. PUBLIC RELATIONS.....	24
ARTICLE 16. SAVINGS ARTICLE.....	25
ARTICLE 17. OPERATING ENGINEERS' APPRENTICESHIP AND UPGRADING FUND PLAN .....	25
ARTICLE 18. MECHANICS, SERVICEMAN, TOOL ALLOWANCE FUND.....	25
ARTICLE 19. WORKING DUES CHECKOFF .....	26
ARTICLE 20. OPERATING ENGINEERS' ADVANCEMENT FUND .....	26
ARTICLE 21. CONSTRUCTION INDUSTRY REHABILITATION FUND .....	26
ARTICLE 22. INDUSTRY PROMOTION FUND.....	26
ARTICLE 23. METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS .....	26
ARTICLE 24. RETROACTIVE PAY .....	27
SCHEDULE "A": SPECIAL PROVISIONS AND WAGES .....	28
LETTER OF UNDERSTANDING 1 RENEW .....	33
LETTER OF UNDERSTANDING 2 .....	34
LETTER OF UNDERSTANDING 3 .....	35

AGREEMENT BETWEEN:

HUB CITY PAVING LTD. LAFARGE AGGREGATES & CONCRETE – WESTERN  
CANADA - A DIVISION OF LAFARGE CANADA INC. RAYNER BRACHT  
CONSTRUCTION INC.

(hereinafter referred to as the “Employer”)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the “Union”)

## **ARTICLE 1. OBJECTS**

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

The Parties recognize the market in which Hub City Paving operates is multicultural and gender diverse. Therefore, the Parties are committed to ensuring that inclusive and non-discriminatory hiring practices are employed to ensure that the Companies are representative of the population in their communities.

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, and singular or plural, in the provisions of this Agreement, shall be considered to apply to all employees equally. Furthermore, the term “employees” or “employee” where herein used shall mean any workers or worker covered by this Agreement.

## **ARTICLE 2. DURATION**

This agreement shall be in full force and effect from and including March 1, 2020, to and including February 28, 2023 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date February 28, 2023, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

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

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

## ARTICLE 3. EXTENT

### 3.01 Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in the attached Schedule on the following types of construction work in the Province of British Columbia and the Yukon Territory and shall be binding on the Employer and the Union and their respective successors and assigns.

Federal, Provincial, Territorial or municipal roads and highways, logging roads, mining roads, mine stripping, railway grades, dykes, access roads to projects or industrial sites, all asphalt paving and concrete paving of highways and roads, asphalt parking lots and driveways, airport runways and taxi strips and gravel crushing for the foregoing types of work. The Employer shall be allowed to perform residential and municipal utility work and mine tailing dams under the terms and conditions of this Agreement.

When working on construction projects other than those described above, the Employer agrees that he shall abide by the Agreements covering such work between the Union and the Construction Labour Relations Association of B.C., and the Pipe Line Contractors Association of Canada.

On major industrial site projects that have a combination of Heavy and Road work, i.e. pulp mills, refineries, mines, chemical plants or similar type projects, a pre-job conference shall be held to determine those portions of the project covered by the Extent Article of this Agreement and the Heavy Construction Agreement.

### 3.02 Sub-Contractors:

The terms of this Agreement shall apply to all Sub-Contractors or sub-contracts let by the Employer. The Employer shall engage Sub-Contractors having an Agreement with the signatory Union prior to commencing work first. The employer may hire Sub contractors with no Union affiliation where there are no signatory Sub Contractors available to do the work. There shall be no permit fee paid to the Union in such circumstances. The Employer shall first consult with the Union prior to hiring a Sub Contractor with no Union affiliation.

The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on the Sub-Contractor.

See Sub-Contractor's Letter of Understanding.

In the event a Sub-Contractor fails to make payment of wages, or benefits and conditions as contained in this Agreement, the prime contractor shall upon written notice, by the Union, of such payroll failure, be required to make the necessary payments.

This ratio may be extended by mutual agreement between the Employer and the Union.

### 3.03 Owner-Operators:

- (a) The expression "Owner-Operator" as used herein shall mean any person who performs work within the jurisdiction of the Union for pay, remuneration, compensation or reward of any kind, except:
- (i) a person who comes within the job classification of heavy duty mechanic, welder, service truck operator, heavy duty greaser, or any of them;
  - (ii) a person who, with respect to the person, firm or corporation who or which provides his or her pay, remuneration, compensation or reward for such work, is in the relationship analogous to that of employee to employer;
  - (iii) a person who has been determined to be an "employee" pursuant to the provisions of the Labour Relations Code of British Columbia or the Canada Labour Code.
- (b) Owner-Operator Audit:
- The Employer will provide a list of their payables without any numbers and the Company accountant shall provide a list of Owner-Operators who were employed during the period requested.
- (c) The Employer agrees that he will not, under any circumstances, engage an owner-operator to perform work for him unless and until the owner-operator, prior to the commencement of such work:
- (i) proves to the Employer that he is a member in good standing of the Union,
  - (ii) obtains from the appropriate office of the Union for the area in which such work is to be performed, a clearance or permit to perform such work and, in either case
  - (iii) signs a written form of authorization, which shall be irrevocable during the period in which the owner-operator performs such work, authorizing and directing the Employer to deduct from the pay, remuneration, compensation or reward earned by the owner-operator the sum equal to that amount as outlined in 'the appropriate schedule Total Employer/Employee contribution' for each hour worked and traveled and to remit the same to the Union to be applied by the Union in the manner described in paragraph (d) of this section.
  - (iv) agrees that the Employer may withhold a reasonable sum pending presentation by the owner-operator of a Workers' Compensation Board clearance letter pertaining to assessments.
- (d) The Union agrees that such remittances by the Employer shall be apportioned and applied on behalf of the owner-operator as contributions to the Operating Engineers' Benefits Plan, the Operating Engineers' Pension Plan, the Operating Engineers' Joint Apprenticeship Plan, the Operating Engineers' Tool Allowance Fund, the Operating Engineers' Advancement Fund, the Construction Industry

Rehabilitation Fund, and working dues checkoff and all other Funds as set out in this Agreement.

- (e) The total of such deductions made by the Employer in each month shall be remitted to the Union by the Employer not later than the fifteenth (15th) day of the following month and each such remittance shall be accompanied by an Operating Engineers' Benefits Plan form properly completed by the Employer. Such Benefits Plan form shall be provided for the Employer by the Union.

The method of deductions and remittances referred to above shall be consistent with Article 23 of this Agreement.

- (f) The rate established between the owner-operator and the Employer shall include all benefits that are otherwise contained in this Collective Agreement. Payments of these established rates will be paid to the owner-operator every thirty (30) days. If a holdback is required, it shall be in accordance with the Builders Lien Act of B.C.

The owner-operator may become an employee of the Employer and be covered by this Collective Agreement.

It is agreed that the intent of this Article is to ensure the observance of its provisions for ALL persons performing work covered by this Agreement.

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme, or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, or depriving any employee of employment.

It is agreed that the Employer shall not have more than one (1) owner-operator employed for each ten (10) Operating Engineers' on their payroll. This ratio may be extended by mutual agreement between the Employer and the Union.

## **ARTICLE 4. WAGES**

### **4.01 Hourly Wage Rates:**

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

Effective March 1, 2020: 0% wage increase and a one-time 1% payment in lieu of a wage increase to employees who worked from March 1, 2020 through the date of ratification. The calculation will be based on regular and overtime hours worked.

Effective March 1, 2021: 1.5% wage increase.

Effective March 1, 2022: the greater of 1.5% wage increase or CPI\* to a maximum of 2.5%

\*CPI is defined as the annual "all items" reporting, for 2021 for the city of Victoria, as published by Statistics Canada in January 2022

#### 4.02 Vacation and General Holidays:

Vacation and General Holiday pay shall be accrued at the rate of twelve and one-half percent (12-1/2%) of gross earnings (six percent [6%] for annual vacation and six and one-half percent [6 1/2%] for General Holidays) and shall be paid to the employee upon termination of employment, or when an employee takes his annual vacation.

For clarification purposes, it is the intent that holiday pay is paid on all monies that are taxable to the employee.

Vacation and General Holiday pay shall be paid at least monthly. Vacations shall be banked upon request and paid out upon request either when the employee takes vacation or to a maximum of two (2) times per year, given appropriate notice before payroll cutoff.

Employees who have completed twelve (12) months of continuous employment from their date of hire (excluding temporary layoff) upon request shall be entitled to a minimum of three (3) consecutive weeks' vacation. Vacation periods will be arranged by mutual agreement between the employee and the Employer. It being understood no fare and travel time is payable.

The recognized holidays are: New Year's Day, BC Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, first Monday in August (British Columbia Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double time rates. In the event that any additional day or days are declared public or provincial holidays by the Federal and/or Provincial Government, then such holidays shall be recognized and the General Holiday pay shall be increased by one-half of one percent (0.5%) for each additional day.

July 1<sup>st</sup> (Canada Day) and November 11<sup>th</sup> (Remembrance Day) shall be observed on the actual day of the holiday except Saturday or Sunday where the following Monday will be observed.

Heritage Day shall be replaced with one (1) floater day to be taken prior to December 31<sup>st</sup> of that same year at the employee's request with Company approval.

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

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

When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Canada Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the nearest Monday and the actual day of the holiday shall be worked and paid for at the appropriate straight time rate. Work performed on the day upon which it has been agreed that the holiday will be observed will be paid for at double time rates.

When working in a location where the Employer is prevented by the owner from working on a General Holiday, then the actual General Holiday will be observed.

#### 4.03 Employees Working in Permanent Shops:

Employees shall take their annual vacation within the calendar year in which they are entitled to the said vacation, and take them in one (1) continuous period.

Should the Employer request employees who are on vacations to return to work, the Employer shall pay wages at double time for the balance of the vacation period.

Employees shall choose their time off for their annual vacations.

The Employer shall post a vacation calendar prior to April 1 of each year for the benefit of the employees.

#### 4.04 Payment of Wages:

The Employer shall at least every second Friday, pay to each employee covered by this Agreement all wages earned by that employee to a day not more than five (5) working days prior to the date of payment, provided that if a General Holiday falls on the regular payday, payment will be made the preceding day. Second shift to be paid at least every second Thursday.

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

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than the next day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by such employee.

As directed by the employee, a cheque mailed to the address of the employee, or to the Union office within the time as specified above, shall constitute payment in accordance with the provisions of this Agreement.

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

The Employer will provide a separate or detachable itemized statement with each pay, showing the number of hours at straight time rate and at overtime rate, the wage rate and total deductions from the amount earned.

Exchange charges will be added to the cheque, or otherwise provided for by the Employer.

Where subsistence allowance is payable under the terms of this Agreement, such subsistence allowance shall be paid by separate cheque.



4.05 Bonding Payroll Failures and Out-of-Province Firms:

- (a) Before members are dispatched to the Employer, such Employer shall, if demanded by the Union, post a bond or an Irrevocable Letter of Credit in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each employee who will be placed on the Employer's payroll for use in default of payment of wages, Benefits contributions, vacation pay, General Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond or Irrevocable Letter of Credit shall, by mutual consent of the Union and the Employer concerned, be terminated.
- (b) Where there has been a payroll failure by the Employer or where the Employer has failed to remit trust funds as provided for elsewhere in this Agreement, the Employer shall, upon demand by the Union:
  - (i) make available at the Employer's premises all payroll records to the Union for examination; and/or
  - (ii) post a bond in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each employee who was on the Employer's payroll during the immediately preceding six (6) months.

In lieu of the bond, the Employer shall submit an Irrevocable Letter of Credit upon request of the Union.

- (c) Out-of-Province firms must establish a local pay office.

4.06 New Classifications:

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

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

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Article 14.

4.07 Higher Wage Rates:

Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for a minimum of four (4) hours. If he works more than four (4) hours at the higher hourly wage classification, he shall be paid the higher rate for the entire shift.

#### 4.08 Lesser Rate of Pay:

At no time will an employee be required to work in a lesser wage classification than that for which he was dispatched, unless the employee agrees to the lesser wage classification in writing, which will require the employee's signature.

### ARTICLE 5. BENEFITS AND PENSION PLAN

The Employer shall make contributions for each hour earned in respect to each employee covered by this Agreement to the Operating Engineers' Benefits Plan.

For clarification, "hours earned" means one and one-half or two times the contribution rate for overtime hours.

- Contributions to the Plans shall be for each hour wages are payable. In other words, on overtime, hourly contributions shall be remitted at straight time.
- Effective February 28, 2023 contributions shall be based on hours earned.

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

The Union in consultation with the administrator, board of trustees, actuary, and consultants of the Operating Engineers Benefits and Pension Plans (the "Plans") may in the best interest of the Plan participants and beneficiaries reapportion those contributions received as provided for in the Schedule of Employer/Employee Contributions.

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

The Employer is required to report on the forms provided by the Benefits and Pension Plans.

Contributions must be mailed or delivered by the Employer to the Administrator of the Operating Engineers' Benefits and Pension Plans at his office located in Suite 402 at 4333 Ledger Avenue, Burnaby, B.C. no later than the fifteenth (15th) day of the month following that which contributions cover.

In the event the Employer fails to remit contributions to these Plans in accordance with this section of this Agreement:

- (a) The Union is free to take the following economic action:
- (i) demand payment of the two percent (2%) per month delinquency charge as provided for in Article 23 in this Agreement; and/or
  - (ii) demand the posting of a bond or an Irrevocable Letter of Credit as provided for elsewhere in this Agreement; and

where the Employer has failed to comply with (i) and (ii) above, then

- (iii) forty-eight (48) hours after the Union has delivered the demand for bond or the Irrevocable Letter of Credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the Irrevocable Letter has been furnished and such other action shall not be considered a violation of this Agreement.

Such economic action as it applies to this Article only may include the withholding and the withdrawal of dispatches to the Employer.

- (b) The Employer agrees that he shall
  - (i) pay the delinquency charges referred to in (a) (i) of this section and
  - (ii) post a bond or irrevocable letter of credit referred to in (a) (ii) of this sectionwhenever they are demanded in accordance with the provisions as set out in this Agreement.

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

The Benefits or Pension Plans' Auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

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

Benefits which will be provided under these Plans are as follows:

- (a) Medical surgical benefits;
- (b) Weekly indemnity benefits for non-occupational sickness and accident;
- (c) Pension Plan;
- (d) Such additional benefits as the Trustees of the Plans shall periodically determine.

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

## ARTICLE 6. HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME

### 6.01 Regular Hours:

Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m., five (5) days shall constitute a week's work; i.e., Monday, 8:00 a.m. to Friday, 4:30 p.m. The start of the work week shall be Monday, 8:00 a.m., except as provided below:

### 6.02 Shifts: (One, Two or Three Regular Shifts)

Work can be scheduled to be performed on one single shift or two shifts or three shifts and on any combination of the shifts outlined below:

A day shift shall commence at 7:00 a.m.

An afternoon shift shall commence at 3:30 p.m. Any employee who works on an afternoon shift for three (3) consecutive days or more in a week shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for every hour worked on that shift.

A night shift shall commence at 10:00 p.m. Any employee who works on a night shift for three (3) consecutive days or more in a week shall be paid a premium of seven dollars and fifty cents (\$7.50) per hour for every hour worked on that shift.

Where less than three (3) consecutive afternoon or night shifts in a week will be provided, the employee will be paid at the rate of time and one half (1.5x) for all hours worked on that shift.

The starting times noted above can be changed by up to three (3) hours; either earlier or later than the times specified above. Where a start time is not captured above, the parties shall meet prior to the shift starting, to determine which shift (day, afternoon or night) pay conditions shall apply.

### 6.03 Shift Rotation:

Where two (2) or more shifts are required, on a project only basis, they shall rotate every two (2) weeks where practical: i.e., it is not intended that rotation would apply where there is no counterpart or cross shift or on the previously established yard shifts.

### 6.04 Where a second shift is to be worked it shall commence not later than two (2) hours after completion of the first shift.

### 6.05 Variations:

All work done outside of the hours mentioned in Article 6, section 1 and Article 6, section 2 above shall be considered overtime EXCEPT:

- (a) When working hours are changed to obey fire prevention regulations made under the "Forest Act"; or

- (b) Upon mutual agreement, starting time of a shift may be varied by up to three (3) hours prior to the normal start time and two (2) hours after the normal start time.

The Employer shall contact the employee no later than one (1) hour after the normal start time for work required on that shift; otherwise it is deemed there is no work for that day.

6.06 (i) Call-Out Time

Where an employee is called out and no such work is performed, employees shall receive a minimum of two (2) hours pay.

If work is performed, employees shall receive four (4) hours pay. All work performed beyond four (4) hours shall constitute a day's work. A day's work shall be a minimum of eight (8) hours pay.

(ii) Call-Out Guarantee – Saturdays:

The following call-out guarantee will apply on Saturdays on a year round basis:

- Two (2) hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- Four (4) hours pay at the applicable rate in the event an employee commences work and works less than four (4) hours;
- Actual hours worked to be paid at the applicable rate of pay after four (4) hours worked.

(iii) Call- Out Guarantee – Winter Months:

During the period from November 1<sup>st</sup> through March 15<sup>th</sup> inclusive, the following call-out guarantee will apply Monday through Friday and on Sunday, as follows:

- Two (2) hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- Four (4) hours pay at the applicable rate in the event an employee commences work and works less than four (4) hours;
- Six (6) hours pay at the applicable rate in the event an employee works more than four (4) but less than six (6) hours;
- Eight (8) hours pay at the applicable rate in the event an employee works more than six (6) but less than eight (8) hours;

provided however, that the workman has reported to the jobs in person, in a competent condition to carry out his duties, and providing adequate notice has not been given not to report to work.

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

Each employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

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

## **ARTICLE 7. OVERTIME**

7.01 All hours worked outside the regular hours, or the accepted variations therefrom, and outside the established shift hours, shall be considered overtime until a break of eight (8) hours occurs, and shall be paid for at the following rates:

Monday through Friday - over eight (8) hours and up to and including eleven (11) hours, time and one-half; over eleven (11) hours, double time.

Saturday - time and one-half for all hours worked up to and including eleven (11) hours; over eleven (11) hours, double time.

Sunday and General Holidays, double time for all hours worked.

All overtime worked by employees in permanent shops or performing maintenance on permanent plants, shall be on a voluntary basis.

7.02 Provision of Meals on Overtime:

When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required to either pay twenty dollars (\$20.00) as a meal allowance or to provide a meal of which there will be two (2) options at no cost to the employee, for those involved. Where applicable, the meal allowance will be paid on the next regular payday and shall be non-taxable. Where a meal allowance is paid employees will be given an appropriate break as needed. When the employer decides to supply a meal for the employees, the meal allowance will not be paid. When a meal is supplied, the time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (1/2) hour and this break shall occur not more than seven (7) hours after the last meal time.

Should an employee be requested to continue work, then an additional twenty dollars (\$20.00) shall be paid as a meal allowance every four (4) hours thereafter.

The twenty dollars (\$20.00) meal allowance will be increase to twenty-one dollars (\$21.00) effective March 1, 2017; to twenty-two (\$22.00) effective march 1, 2018 and to twenty-three (\$23.00) effective March 1, 2019.

7.03 Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate, and shall be given one-half (1/2) hour

to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

- 7.04 It is agreed that no employee shall be deprived of a hot meal by reason of working overtime, where the Employer is providing room and board.

## **ARTICLE 8. TRANSPORTATION**

- 8.01 When upon commencing employment on a job, men are required to travel to the job, they shall receive from the Employer the cost of transportation from the transportation terminal nearest to the employee's domicile, including meals, travelling time and a sleeper if night travel is necessary.

- 8.02 Employees supplying their own transportation from point of hire to job sites where public transportation is not available for the entire distance, shall be compensated as follows:

Public transportation fares for the portion covered by public transportation and on a mileage basis as set out in Article 8, 14(a) Local Transportation for the portion where no public transportation is available.

- 8.03 When an indentured apprentice is required to fulfill the annual schooling portion of his apprenticeship program, he shall receive fare and travel as per Article 8 - Transportation.

- 8.04 If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.

- 8.05 If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer.

- 8.06 If an employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals, travelling time and a sleeper if night travel is necessary, shall be paid by the Employer. Travel time shall be paid in accordance with paragraph 7.

- 8.07 Subject to the same conditions as govern transportation, eight (8) hours' pay at straight time will be paid each calendar day or portion thereof travelling or waiting for transportation. When the time required to travel to the job, check in and receive accommodation is less than eight (8) hours, the employee may be required to work until eight (8) hours have elapsed since his departure from his place of domicile.

In the event of delayed transportation, accommodation and meals (receipts required) shall be paid by the Employer where such is not provided by the transportation company.

- 8.08 When an Operating Engineer is required to provide mechanic's tools, all cost of transporting such tools to and from the job shall be borne by the Employer, subject to the same conditions as govern transportation.

- 8.09 If the Employer fails to provide work and requires an employee to stand by for more than two (2) consecutive shifts, the employee, at his option, shall be deemed to have been laid off, and the cost of return transportation, meals, and a sleeper if night travel is necessary, and travel time shall be paid by the Employer.

Call-out time without work does not constitute work provided.

- 8.10 Men dispatched to jobs before jobs are ready will be paid waiting time at the regular rate until the job starts, or have their return transportation paid.
- 8.11 On projects of over fifty (50) calendar days duration, employees who are receiving room and board or a living-out allowance shall be eligible for leave after being on the project for thirty (30) calendar days. A maximum of four (4) days leave shall be granted at least once every forty-five (45) calendar days.

The scheduling and duration of these periodic leaves will be established by agreement with the employees, however the Employer shall have the right to vary the schedule within the above time periods due to inclement weather. Where the Employer schedules periodic leave due to inclement weather, all employees on the payroll shall be paid fare and expenses both ways regardless of length of time on the job.

When leave is desired in accordance with the above terms, the Employer shall provide transportation and expenses to the point of departure and back to the job. In no event will an employee receive leave unless he actually returns to his place of domicile and unless he returns to the project for the next shift following the leave.

No cash settlement in lieu of leave will be allowed. Living-out allowance shall not be paid during leave period. Employees who take leave from camp accommodations will not be required to vacate their rooms during leave.

- 8.12 If an employee takes sick, is injured or leaves the job for authentic compassionate grounds he shall be granted leave of absence. The Employer shall pay the cost of transportation to and from employee's place of residence.
- 8.13 Bereavement Leave:

In case of death in the immediate family, the employee affected shall be entitled to up to three (3) paid days off based on, eight (8) hours at their straight time rate of pay, as bereavement leave during their regular work week. Immediate family means spouse, mother, father, brother, sister, children, legally adopted children, mother-in-law, father-in-law, grandparents and grandchildren.

- 8.14 Local Transportation:

(a) Cities, Towns or Villages:

A local resident shall be defined as in Article 12, section 2.

On all jobs situated within fifty (50) Kilometers of the center of any city, town or village in which an employee is residing or accommodates, such employee will travel daily to and from such jobs at no cost to the Employer.

All mileage in excess of fifty (50) kilometers shall be paid at fifty-one (\$.051) cents per kilometer. (Note: This does not apply to the metropolitan areas of Victoria and Nanaimo.)



Passengers in any vehicle and employees who choose to operate their own vehicle to attend work outside of the boundaries outlined below, shall be paid for all mileage traveled from the boundaries to the job site at the per kilometer rate outlined above. No travel time will be paid in addition to these amounts.

Employees who are operating a Company truck with passengers or cargo, shall be paid travel time at their straight time hourly rate of pay. Thirty (30) minutes for pre-trip in the city will be paid and then the straight time hourly rate of pay will be paid from the point when the employee leaves the agreed upon marshalling point to when they arrive at the worksite or hotel whichever applies. The per kilometer amounts paid to passengers and employees operating their own vehicle will not be paid in addition to this hourly rate.

However, it is agreed and understood that employees will not be required to use their vehicles on new grade construction in order to fulfill the above.

For those employees using their own vehicles on all new grading and reconstruction projects where travelling would be required on an unfinished grade, then a marshalling point or points shall be established between the Employer and the Union Business Representative.

The Employer shall provide transportation to and from the employee's work station.

As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage, and operated in compliance with Worker's Compensation Board Regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union.

As a further alternative to the foregoing, the Union and the Employer may meet and agree upon a standard lump sum payment to cover the costs of transportation and travel time. This sum in the form of a daily allowance, shall be payable to all employees employed on this project irrespective of where the employee is residing or accommodated. It is the intent of this paragraph to provide a standard travel allowance which may be determined upon the commencement of the project for the mutual advantage of both the Employer and the employees.

(b) Camps:

Where camps or room and board are not provided, a living-out allowance shall be negotiated prior to the job commencing. If an allowance is not established prior to commencement, free room and board shall be supplied.

Where camps are provided or free room and board and the Employer requests the employee to check out of his room, then the checkout provision contained in the Agreement shall apply. However, if an employee of his own volition checks out then the checkout allowance shall not apply. Where the Employer requests the employee to check out of his room, a storage room shall be supplied where the employee may store their belongings.

Where camps are maintained, transportation to and from the jobsite shall be provided.

Vehicles used to transport workmen shall be approved passenger vehicles conforming to public transit standards and operated in compliance with Workers' Compensation Board Regulations.

Fifteen (15) minutes free travel time each way outside the regular shift hours will be allowed. All time beyond the fifteen (15) minutes that are outside the regular shift hours will be considered as time worked and paid for at the applicable overtime rates.

(c) Metropolitan Areas:

In lieu of payment for local transportation cost regardless of the employee's place of residence, the Employer shall pay to each employee employed within the Metropolitan Area as defined below, one dollar (\$1.00) per hour for each hour for which wages are payable hereunder. Such amounts shall be paid in the pay period and shall be part of gross earnings.

On paving jobs ONLY where a majority of employees desire to use their personal transportation from the hotel/motel to the project, a travel allowance may be mutually agreed to between the Business Representative of the Union and the Employer.

(d) Victoria Metropolitan Area:

The area south and east of a line drawn from the mouth of Muir Creek to the height of land on the Malahat, including the Saanich Peninsula and Fulford Harbour.

(e) Nanaimo Area:

This area shall be from Vancouver Island's east coast inland to include the built up area which at its greatest is eleven (11) kilometers and between the Big Qualicum River on the north and the southern boundary of Duncan (Chemainus River Bridge) on the south. Ladysmith, Nanaimo, Parksville and Qualicum are included. Seaplane Terminal/Coast Bastion Hotel is the center of the city.

(f) Campbell River/Comox Valley Area

This area shall include the area extending North to Duncan Bay, South to Big Qualicum River, and East to the Coastline of Vancouver Island, West to Echo Lake from Campbell River, West to Mt. Washington Summit.

## ARTICLE 9. WORKING CONDITIONS

9.01 Lunch periods shall be at mid-shift.

9.02 The Employer shall allow each employee two (2) breaks of ten (10) minutes each, but not more in a work shift. Time of breaks shall be mutually agreed upon.

- 9.03 Essential protective clothing including welder's gloves, protective vests or leather jackets, noise abatement devices, and rainwear shall be supplied at no charge to the employee. In the event that an employee does not return the foregoing items supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee.
- 9.04 Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside, and cleaned out daily. Toilet paper will be provided.
- 9.05 Where there is no potable tap water available, potable drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months.
- 9.06 If requested by the Union or employee, the Employer will provide within three (3) calendar days, a termination slip which shall state the reason for the employee's termination and whether or not he is eligible for rehire.
- 9.07 Adequate time will be allowed prior to quitting time for picking up tools.
- 9.08 A lock-up shall be provided for employees for drying clothes, and dressing room, as well as lunch room. The lock-up shall have tables, and benches with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia. Additional shelters shall be provided for employees to eat their lunch as may be required.
- 9.09 In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00).

The Employer shall also provide fire and burglary insurance for the employees required tools to a total value of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer.

Where an employee fails to file an inventory his rights to submit a claim shall be waived.

- 9.10 (a) All mechanics, welders, servicemen, tire servicemen, drill doctors, steel sharpeners, bodymen painters, and mechanics and welder apprentices who request coveralls shall have these supplied and cleaned by the Employer. There shall be one change a week available in the employee's proper size. Employees are expected to take reasonable care of coveralls supplied. In the event that an employee does not return the coveralls supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any monies owing to the employee.

When requested, coveralls shall be supplied on a temporary basis to employees who assist on work as described above, or where the Employer and the Union mutually agree that coveralls are required.

- (b) Employees entitled to receive coveralls as provided herein may obtain an additional change of coveralls in any one week providing the condition of the coveralls requires a change. The shop foreman shall use discretion in authorizing the additional change.
- (c) All shops shall provide adequate clean-up facilities.

- 9.11 The Employer shall pay the cost of obtaining operators' licences other than those required under the Motor Vehicles Act for employees covered by this Agreement.
- 9.12 No employee will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.
- 9.13 Each employee being terminated will be given one (1) hour's notice of termination by the Employer or one (1) hour's pay allowed in lieu thereof. Heavy duty mechanics and apprentice mechanics may utilize this hour to gather together their tools and put them in shape for their next job.
- 9.14 When a mechanic leaves the employ of the Employer, the Employer shall be required to pay cost of shipping mechanic's tools. Tools shall be shipped within forty-eight (48) hours of his leaving his employment, subject to the same conditions as govern transportation.

When an Operating Engineer elects to transport his own tools to and from the jobsite, the employee shall be paid the rate of two dollars and seventy-five cents (\$2.75) per one hundred (100) pounds per one hundred (100) miles. (e.g.  $\$2.75 \times 528 \text{ pounds} \times 273 \text{ miles} = \$39.64$ ).

Where the Employer fails to comply with the above, the employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions of this Agreement until there is compliance with these provisions.

- 9.15 Where an employee is involved in an accident while on the job and as a result is unable to perform his work, he shall receive a full day's pay for the day of the accident.
- 9.16 Special Conditions - Underground:

Refer to the Collective Agreement between the Union and Construction Labour Relations Association of B.C.

- 9.17 The Employer shall allow time off work without pay for any man who is serving on a Union Committee, or for purpose of serving as a Union delegate to any conference or function provided that this can be done without cost to the Employer.

Any employee who acts within the scope of the above paragraph shall not lose his job, or be discriminated against for so acting.

9.18 Telephones:

It is agreed that a telephone(s) shall be made available to all members at all times for outgoing emergency purposes and that incoming messages received shall be relayed immediately.

9.19 Safety Boots

All employees are eligible for reimbursement of safety boots on an annual basis as per Company policy.

The Company policy will be amended to provide a safety boot allowance of two hundred dollars (\$200.00).

**ARTICLE 10. UNION SHOP**

10.01 Dispatch Offices:

The Union shall maintain a Dispatch Office, or Offices, from which the Employer shall hire all employees.

The Union recognizes where the Employer wishes to name-request a former employee, this request will be acknowledged by the Union; provided however, the Union is FIRST notified of the Employer's intention to name-request the former employee and provided the former employee is registered with the Dispatch Office of the Union as being available for employment. A member quitting the Employer will not be eligible for re-hire on to the same project under the name-request provision. Such name-requests to originate with the superintendent or company headquarters, at the time of the pre-job conference or after consultation with the local Union.

When the Employer transfers employees to other projects, he will notify the nearest Union District Office to the project.

10.02 Hiring:

Subject to the provisions of this Article, all employees of the Employer engaged in and/or working at those classifications set out in Schedule "A" attached hereto shall be or shall become members in good standing of the Union.

When employees, including foremen, are required, only Union members having confirmation from the Union shall be hired. Owner-Operators shall be hired in accordance with Article 3, section 3 of this Agreement.

When employees are hired as provided above, they shall be considered an employee of the Employer and shall be entitled to all employee benefits.

However, with specific reference to the Workers' Compensation Board provisions and in the event of an accident and a claim by the employee or the said employee is denied by the Workers' Compensation Board, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by the Workers' Compensation Board.

When the Employer rents equipment the operators of such rented equipment shall be members of the Union and hired in accordance with the provisions of this Article.

Apprentices and trainees as required shall be hired through and in accordance with the Joint Apprenticeship Plan as outlined in Article 17 of this Agreement.

The Union shall be given at least forty-eight (48) hours' notice between Monday, 8:00 a.m. and Friday, 5:00 p.m. to complete the dispatch, but notice shall be given to the Employer of any difficulty in completing the dispatch prior to the expiration of the forty-eight (48) hour period.

When Union members are not available within the jurisdiction of the Operating Engineers' Local 115, then the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union and Tradesmen's qualifications.

Employees hired under this part shall have fourteen (14) days in which to make application for membership to the Union, or be replaced by a Union member when available.

Employees who have made application within the fourteen (14) days, but who are not accepted as a member of the Union, shall be the first to be laid off, providing there is a Union member on the project who is qualified and willing to do the job being done by the workman not yet a member of the Union.

When an employee suffers a compensable injury, he shall be entitled to re-employment with the Employer when he receives a clearance to return to work from his doctor or the Workers' Compensation Board, providing the project is still in operation and there is work in his classification; however, should the Employer refuse employment, the Union, at the request of the employee, may request the Employer to provide reasons for refusing to rehire.

- 10.03 Should an employee at any time cease to be a member in good standing of the Union, under whose jurisdiction he is employed, the Employer shall, upon notification from the Union, discharge him forthwith.

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

- 10.04 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-union workman or workmen whose organization is not affiliated to the Building Trades Council shall not be deemed a breach of this Agreement.
- 10.05 It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Building Trades Councils of British Columbia, or to work with or to receive from any persons or firms who are considered unfair by any of the said Building Trades Councils.
- 10.06 The Employer party to this Agreement shall consent to any application of multi-employer certifications made by the Union in accordance with Section 40 of the Industrial Relations Act of British Columbia.

## **ARTICLE 11. JOB STEWARDS**

- 11.01 Job Stewards shall be recognized on all jobs and shall not be discriminated against. The Business Representative of the Local Union reserves the right to appoint and dispatch all Job Stewards and shall notify the Employer, in writing, of the appointment. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards, and in the event of layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties.
- 11.02 The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.
- 11.03 Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or foreman; however, in no way will he interfere with the men during working hours unless permission is granted.

## **ARTICLE 12. ROOM AND BOARD**

- 12.01 On jobs where camps are provided, room and board will be supplied in camp at no cost to the employee. Camp accommodations, when supplied, shall meet all the standards and requirements of the B.C.Y.T. Camp Rules and Regulations attached hereto.

Any employee may refuse to live in accommodations which do not meet the above standards.

- 12.02 On jobs where camps are not provided, employees who are not local residents where the work is being performed, shall receive first class room and board supplied and paid for by the Employer.

An acceptable standard of room and board shall be agreed upon by the Union and the Employer. The standard agreed upon shall be equivalent to the B.C.Y.T. Camp Rules and Regulations attached hereto.

A local resident shall be defined as an employee who has resided at a permanent address within sixty (60) km by the shortest road route of the job for a period of sixty (60) days prior to the commencement of the project.

On paving or crushing jobs only, an amount of subsistence allowance may be mutually agreed to between the Employer and a Business Representative of the Union at a pre-job meeting and shall include the cost of first class room and board and any daily travel allowances involved.

Failure of the Employer and the Business Representative of the Union to agree upon an amount of subsistence allowance, then the Employer shall supply first class room and board at no cost to the employee. Accommodations when supplied shall meet all the standards and requirements of the B.C.Y.T. Camp Rules and Regulations attached hereto.

- 12.03 Board shall consist of three (3) meals per day with a hot meal to be served at least two (2) hours or less immediately proceeding the starting time of any one shift, and not more than one (1) hour immediately after completion of a shift.
- 12.04 Where an employee has moved into an area to work on a job or project, and his employment has been terminated, and the said employee does not remain in the area sixty (60) days after termination, to qualify as a local resident, and the said employee is hired by the aforementioned Employer or new Employer, the said employee will be treated as non-resident for all purposes and conditions of this Agreement.
- 12.05 Any employee who is living in accommodation provided by the Employer (i.e. camps, hotels, motels etc.) may on any weekend vacate or check out of such accommodation and the Employer shall pay him thirteen dollars and fifty cents (\$13.50) per day for each such day checked out.

To qualify the employee must be available to work his schedule shift prior to and after the weekend and/or General Holiday and the employee must check out and sign the appropriate checkout form provided by the Employer prior to leaving.

It is agreed and understood that an employee will not be required to vacate his room during weekend checkout.

12.06 Christmas Holiday Season:

If the Employer intends to discontinue operation during the Christmas Holiday Season, he may avoid the payment of transportation and travel time for the men out of camp prior to Christmas and back after Christmas if:

- (a) Mutual agreement is reached between the employee and the Employer that he wishes to take a holiday at this time;
- (b) The employee is re-employed immediately after the agreed upon holiday period (e.g. after New Year's);
- (c) Any employee who does not wish to leave for a Christmas holiday is maintained in camp or given comparable room and board.

Otherwise the contractor is liable for transportation and travel time payments in accordance with Article 8 of the Collective Agreement.

## ARTICLE 13. ACCIDENT PREVENTION

- 13.01 (a) It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no employee will be discharged because he fails to work under unsafe conditions as set out in the Regulations. Any refusal of an employee to abide by know Workers' Compensation Board Regulations or posted Employer safety regulations, after being duly warned, will be sufficient cause for dismissal.



- (b) Any employee may refuse to work where in his opinion adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to drive or operate such vehicle or equipment if, in his opinion, there is any reasonable doubt as to the safety of the unit, or if he feels it is improperly loaded. He may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.

13.02 The Employer will supply all safety hats and liners at no cost to the employee provided the employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.

13.03 The Head Job Steward, or where there is a Safety Committee, a Union Representative of this Committee, shall accompany the Compensation Board Inspector on all project inspections.

13.04 Copies of the minutes of Safety Meetings shall be forwarded promptly each month to the respective Union Office.

#### **ARTICLE 14. DISPUTES**

14.01 Jurisdiction:

In the case of a jurisdictional dispute over the allocation of work, it is agreed that there shall be no stoppage of work. Where a decision of record applies to the disputed work, or where an agreement of record between the disputing trade applies to work, the Employer shall assign the work in accordance with such agreements or decisions of record. In other instances, the procedure as outlined by the impartial Jurisdictional Disputes Board and Appeals Board shall be followed.

14.02 Grievances:

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

If during the term of this Agreement, there should arise any difference between the parties to, or the persons bound by this Agreement concerning interpretation, application, operation or any alleged violation hereof, or concerning discharge of any employee which may be alleged to be unjust, and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:

- (a) The Job Steward or Business Representative of the Union shall first discuss the difference with the Foreman or Superintendent of the Employer in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, except the matter of discharge must be submitted in writing within ten (10) days of occurrence, or, in every case, the matter shall be deemed to be waived.

However, the foregoing time limits will not apply in respect to any Employer contributions to the Benefits and Pension Fund, the Operating Engineers'

Apprenticeship and Upgrading Fund, the Operating Engineers' Advancement Fund, the Operating Engineers' Mechanics Tool Allowance Fund, the Construction Industry Rehabilitation Fund, and the Union, to be made on behalf of the employees as provided for in this Agreement.

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

The Employer shall only remain liable for Benefits and similar funds as provided for in this Agreement on behalf of the Sub-Contractor for a period of forty (40) days after completion of the sub-contract.

- (b) In the event that any grievance is not resolved between the Employer and the Union within twenty (20) days, it may, if mutually agreed, be referred to the Canadian Joint Grievance Panel (C.J.G.P.) in writing and heard by the C.J.G.P. as provided herein, or if the parties fail to agree that the grievance is to be referred to the C.J.G.P., then each party shall within five (5) days agree that the grievance will be heard by a single Arbitrator. The Arbitrator shall, within ten (10) days, or such extended period as may be mutually agreed by the parties, hear the parties and render a decision within seven (7) days which shall be final and binding. The fees and expenses of the chairman of the Arbitrator shall be borne equally by the parties to the grievance.

#### 14.03 Canadian Joint Grievance Panel

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to resolve a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

#### 14.04 Time Limits:

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

### **ARTICLE 15. PUBLIC RELATIONS**

The parties to this Agreement mutually undertake to do all possible to ensure that in relationships with the general public every effort will be made toward the end that tactful associations are established and maintained particularly where temporary inconvenience may be cause due to construction in progress. Each party hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

## **ARTICLE 16. SAVINGS ARTICLE**

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

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

## **ARTICLE 17. OPERATING ENGINEERS' APPRENTICESHIP AND UPGRADING FUND PLAN**

The Employer shall make contributions at the rate of forty-three cents (\$0.43) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

The Operating Engineers' Apprenticeship Fund shall be used to provide workmen with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of road building and allied equipment and to provide for tradesmen's qualification test.

The Operating Engineers' Apprenticeship and Upgrading Fund will be administered by the Joint Apprenticeship Board established under the Operating Engineers' Apprenticeship and Upgrading Plan.

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

Where the Employer employs more than four (4) but less than ten (10) Journeyman mechanics, he shall employ at least one (1) registered Apprentice. Where the Employer employs ten (10) or more Journeyman mechanics, he shall employ at least two (2) registered Apprentices. Mechanic foremen shall be included in determining the ratio of Journeymen to Apprentices. All Operating Engineer Apprentices shall be hired through the Operating Engineers' Apprenticeship Plan.

## **ARTICLE 18. MECHANICS, SERVICEMAN, TOOL ALLOWANCE FUND**

18.01 The Employer shall make contributions at the rate of eight cents (8¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics Tool Allowance Fund.

18.02 TOOL LIST:

Tools required by heavy duty mechanics are listed in a schedule on file with the Operating Engineers Training Plan.

## **ARTICLE 19. WORKING DUES CHECKOFF**

The hourly working dues shall be calculated at two percent (2%) of the Group 3 hourly wage rate and shall be deducted for each hour that wages are payable. (These amounts shall be calculated to the nearest penny.)

Contributions in the amount set out above shall be deducted per hour for working dues from each employee covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions are made.

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

Should the Union, during the term of this Agreement, request a change in hourly rate of the working dues checkoff; the altered rate shall be deducted and remitted as above.

The Employer shall be given sixty (60) days' notice in writing of the change in the amount of deduction to be made.

## **ARTICLE 20. OPERATING ENGINEERS' ADVANCEMENT FUND**

The Employer shall make contributions at the rate of fifteen and one-half cents (15-1/2¢) per hour for each hour for which wages are payable to each employee covered by this Agreement to the Operating Engineers' Advancement Fund.

## **ARTICLE 21. CONSTRUCTION INDUSTRY REHABILITATION FUND**

The Employer shall make contributions at the rate of two cents (2¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

## **ARTICLE 22. INDUSTRY PROMOTION FUND**

The parties agree to the establishment of a Joint Committee to promote the Road Building Industry. The Joint Committee will establish governing rules for the purpose of dealing with industry issues or matters as determined by the committee. The funding formula will be \$0.01 per hour paid by each party.

*(Under Review pending the Lower Mainland)*

## **ARTICLE 23. METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

23.01 The contributions and deductions referred to in Articles 5, 17, 18, 19, 20, 21, and 22 shall be remitted monthly by cheque together with a form supplied to the Employer by the Administrator of the Operating Engineers' Benefits Plan and mailed not later than the 15th day of each month to the Administrator of the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan shall remit monthly all such monies received to the Operating Engineers' Joint Apprenticeship and Upgrading Fund and Plan, the Operating Engineers' Tool Allowance Fund, the Operating Engineers' Advancement Fund and the Construction Industry Rehabilitation Fund. The said Operating Engineers' Benefits Plan may make reasonable

charge for administrative expenses as determined by the Trustees of the said Plan, and approved by the Trustees of the recipient Funds.

The Company agrees that upon written request from the Union, and if the Company can accommodate, that the fees and dues shall be sent electronically in a format acceptable to the Union.

23.02 If within forty-eight (48) hours of receipt of notification, by either the Union or the Benefits Plan, exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and a delinquency charge of two percent (2%) per month of the total amount of the unpaid trust funds in arrears will attach to those unpaid trust funds and become due and payable as damages to cover costs of collection and loss of earnings suffered by the Trust.

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

**ARTICLE 24. RETROACTIVE PAY**

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

This shall apply to all past and present employees.

Signed this 11<sup>th</sup> day of December, 2020 in the city of Nanaimo, BC.

For the Company:

For the Union:

REDACTED

\_\_\_\_\_  
Susan Davison  
Employee and Labour Relations Manager

\_\_\_\_\_  
Gordon Morrison  
Business Representative

REDACTED

Kevin Recksiedler  
General Manager

James Knowles  
Business Representative

GM/clm  
moveup

## SCHEDULE "A": SPECIAL PROVISIONS AND WAGES

### 1. (a) Equipment Foreman:

Where the Employer works three (3) or more employees on any one shift on any one project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of the Operating Engineers, Local 115, one of these employees shall be appointed an Operating Foreman. The Operating Foreman shall receive a premium of eight percent (8%) per hour over the hourly rate of the highest Operating Engineer classification under his supervision.

When the Employer works six (6) or more employees on any one shift on any one project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of the Operating Engineers, Local 115, a Non-Operating Foreman position shall replace the Operating Engineer position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Operating Engineer classification under his supervision.

When six (6) or more pieces of equipment are worked, the Foreman shall not be called upon to operate equipment.

Where three (3) or more pieces of equipment are worked on any one shift on a project as provided for above, it is understood that all equipment within the jurisdiction of the Operating Engineers, Local 115 shall be under the supervision of an Operating Engineer Foreman.

Oilers and trainees shall be excluded when determining the ratio of a Non-Operating Foreman.

When non-working Foreman are required in accordance with the provisions of the Agreement, they shall be selected from the predominate trade on the project.

### (b) Mechanical Foreman:

If the Employer works four (4) or more employees on any one shift on any one project or in a permanent shop under the jurisdiction of the Operating Engineers, Local 115, an Operating Engineer Foreman shall be employed at ten percent (10%) over the hourly rate of the highest Operating Engineer classification under his supervision.

### 2. CREWS:

Crews on power shovels, draglines, clamshells, crawler cranes, truck cranes, trenching machines, drills (exploration, cable, and core, rotary and similar types) and cable backhoes of one and one-half (1-1/2) cubic yard capacity and over shall consist of an Operator and Oiler. The Union may substitute a trainee in lieu of the Oiler. It is recognized that the moving (driving) and oiling of truck or mobile cranes is the work of the Operating Engineer.

Crews on asphalt plants, crushing plants, screening plants, and batch plants, shall consist of an Operator and an Oiler or trainee.

3. MACHINE AND WORK ASSIGNMENT:

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

4. EQUIPMENT ASSEMBLY:

It is agreed that the assembling and dismantling of the Employer's construction equipment described in Schedule "A" or falling within the jurisdiction of the Operating Engineers, will be performed by members of the Operating Engineers' Union.

5. FIRST AID MAN:

When an employee is designated by Management as First Aid Man by the Company, he shall have his regular hourly rate increased by the following schedule:

Level 3: \$1.00 per hour

Level 2: \$0.90 per hour

Level 1: \$0.70 per hour

The Employer agrees that any employee who has a First Aid Ticket shall be paid the appropriate premium based on the level of the employee's First Aid certificate, regardless of W.C.B. minimum requirements. The parties agree that where the Company has elected to offer First Aid training to employees or the employee obtained the certification on their own time, that the premiums above will only be paid where the employee has actually been designated by Management.

6 Enabling Clause

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

7. March 1, 2020 - February 28, 2023

HOURLY WAGE RATE CLASSIFICATIONS

Effective March 1, 2020: 0% wage increase and a one-time 1% payment in lieu of a wage increase to employees who worked from March 1, 2020 through the date of ratification. The calculation will be based on regular and overtime hours worked.

Effective March 1, 2021: 1.5% wage increase.

Effective March 1, 2022: the greater of 1.5% wage increase or CPI\* to a maximum of 2.5%

\*CPI is defined as the annual “all items” reporting, for 2021 for the city of Victoria, as published by Statistics Canada in January 2022.

	March 1, 2020	March 1, 2021	March 1, 2022
	0%	+1.5%	+1.5% or CPI up to 2.5%
MECHANICS & WELDERS	36.58	37.13	TBD
GROUP 1	35.88	36.42	TBD
GROUP 2	35.51	36.04	TBD
GROUP 3	35.03	35.56	TBD
GROUP 4	34.88	35.40	TBD

8. SCHEDULE “A”

SCHEDULE TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS

	March 1, 2020	March 1, 2021	March 1, 2022
Benefits Plan	2.45	2.45	2.45
Pension Plan	4.80	4.80	4.80
Apprenticeship Plan	.43	.43	.43
Working Dues	.70	.71	.72
O.E. Advancement Fund	.155	.155	.155
Rehabilitation Fund	.02	.02	.02
Tool Allowance Fund	.08	.08	.08
	8.635	8.645	8.655

- Contributions to the Benefits Plans shall be for each hour wages are payable. In other words, on overtime, hourly contributions shall be straight time.
- Effective February 28, 2023 contributions shall be based on hours earned.

For clarification “hours earned means one and one-half (1 ½) or two (2) times the contribution rate for overtime hours”.



## Trades: Classifications

Heavy Duty Mechanic  
Welder  
Drill Doctor  
Steel Sharpener  
Millwright  
Paving Plant Foreman  
Bodyman Painter

## Group 1: Classifications

All excavators, all attachments (5 yards up to 7 yards)  
Front End Loaders all types (over 7 yards up to and including 15 yards)  
Grader Operator  
Asphalt/Concrete Plant Operator

## Group 2: Classifications

Excavators, all attachments (3 yds up to 5 yds)  
Front end Loaders (5 yds up to 7 yds)  
Multi plant operator  
Crushing/Screening & Washing Plants -over 75 yds per hour

## Group 3: Classifications

Excavators (under 3 yds)  
All Drills exploration (cable core, rotary and similar types)  
All Crawler Tractors  
Rubber Tired Scrapers  
Gradalls  
Tireman  
Paver, Screed  
Asphalt rollers  
Track Curb Machines  
Concrete Finishing/Paving and Spreading Machines  
Tractor Loader Backhoes (all)  
Road Profilers (Roto Mill, reclaimers, Pulvimixer, Hydra Hammer and similar types)  
Slurry Seal Machine  
Front end Loaders (1 yd to 5 yds)  
Crushing/Screening Wash plant under 75 yds per hr  
Hiabs and similar equipment under 10 ton  
Forklifts and similar equipment  
Huber Maintainer and similar types  
Serviceman/Truck Operator  
Hydraulic Backhoes (Tractor Mounted) (All)  
Tractor Mounted Chip Rock Spreader

**LETTER OF UNDERSTANDING 1**

Between

Hub City Paving and Aggregates (a division of Lafarge Canada Inc.), "the Employer"

And

International Union of Operating Engineers, Local 115, "the Union"

Collectively referred to as "the Parties"

**Re: Hours of labour, shifts and call-out time**

The Company and the Union agree, on an enabling basis, to amend 6.06 (iii) Call-Out Guarantee – Winter Months to read:

During the period from November 1<sup>st</sup> through April 1<sup>st</sup> inclusive, the following call-out guarantee will apply Monday through Friday and on Sunday as follows:

- Two (2) hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- Four (4) hours pay at the applicable rate in the event an employee commences work and works less than four (4) hours;
- Actual hours worked to be paid at the applicable rate of pay after four (4) hours worked.

The enablement to take effect on November 1, 2017 and end on March 1, 2020.

Signed this 11<sup>th</sup> day of December, 2020 in the city of Nanaimo, BC.

For the Employers:

For the Union:

REDACTED

\_\_\_\_\_  
Susan Davison  
Employee and Labour Relations Manager

\_\_\_\_\_  
Gordon Morrison  
Business Representative

REDACTED

Kevin Recksiedler  
General Manager

\_\_\_\_\_  
James Knowles  
Business Representative

GM/clm  
*moveup*

**LETTER OF UNDERSTANDING 2**

Between

Hub City Paving and Aggregates (a division of Lafarge Canada Inc.), "the Employer"

And

International Union of Operating Engineers, Local 115, "the Union"

Collectively referred to as "the Parties"

**RE: LOU re Local Transportation**

Employees who are unable to carpool due to the COVID-19 pandemic Company Policy and are therefore forced to operate their own vehicles to attend work outside of the metropolitan areas, will be paid double the mileage rate for all kilometers travelled. This will be closely monitored. Any employee who chooses to carpool against Management direction and then falsely claims this payment will be subject to discipline up to and including termination of their employment.

Signed this 11<sup>th</sup> day of December, 2020 in the city of Nanaimo, BC.

For the Company:

For the Union:

REDACTED

\_\_\_\_\_  
Susan Davison  
Employee and Labour Relations Manager

\_\_\_\_\_  
Gordon Morrison  
Business Representative

REDACTED

\_\_\_\_\_  
Kevin Recksiedler  
General Manager  
Hub City Paving and Aggregates

\_\_\_\_\_  
James Knowles  
Business Representative

GM/clm  
maveup

LETTER OF UNDERSTANDING 3

Between

Hub City Paving and Aggregates (a division of Lafarge Canada Inc.), "the Employer"

And

International Union of Operating Engineers, Local 115, "the Union"

Collectively referred to as "the Parties"

RE: Article 3.2 Sub-Contractors

The Union agrees that it will not enforce the portion of clause 3.2 noted below for the duration of this Collective Agreement.

"The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on the Sub-Contractor.

In the event a Sub-Contractor fails to make payment of wages, or benefits and conditions as contained in this Agreement, the prime contractor shall upon written notice, by the Union, of such payroll failure, be required to make the necessary payments."

Signed this 11<sup>th</sup> day of December, 2020 in the city of Nanaimo, BC.

For the Employers:

REDACTED

Susan Davison  
Employee and Labour Relations Manager

For the Union

Gordon Morrison  
Business Representative

REDACTED

Kevin Recksiedler  
General Manager  
Hub City Paving and Aggregates

James Knowles  
Business Representative

GM/clm  
moveup