

OVERBURDEN SUPPORT SERVICES

COLLECTIVE AGREEMENT

Between

BFI CONSTRUCTORS LTD.

And

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION 115

EFFECTIVE: January 1, 2020 to December 31, 2025

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OVERBURDEN SUPPORT SERVICES

COLLECTIVE AGREEMENT

BY AND BETWEEN:

BFI CONSTRUCTORS LTD.

(hereinafter referred to as the Employer)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the Union)

**ARTICLE 1:00 - PURPOSE**

1:01 The purpose of this Agreement shall be to record the agreement of the parties arrived at through negotiations as to terms and conditions of employment relating to rates of pay, hours of work and other working conditions of employees, to provide a method of settlement of disputes and grievances, and to maintain a harmonious relationship between the parties.

**ARTICLE 2:00 - SCOPE**

2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees covered under this Agreement with respect to rates of pay, hours of work and other working conditions.

This Agreement shall cover all bargaining unit employees as defined in Article 7:00 of this Agreement, of the Employer engaged in overburden removal and shall cover all employees engaged in reclamation, stockpiling of reclamation material, erosion protection; construction and maintenance of roads (excluding paving and surfacing), drainage ditches; construction of mine infrastructures; excavation for installation and recovery of piezometers and slope indicators; loading, hauling and disposal of by-products; excavation for and installation of sewer, water and drainage lines; processing of aggregates and gravel pit stripping; construction of filter drains; construction of dams and containment berms; grading of construction areas; utility work.

2:02 If any provision of this Agreement is in conflict with the laws or regulations of Canada or B.C., such provision shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulations, or by a ruling of any Court or Board of competent jurisdiction which has declared any provision of the Agreement invalid or inoperable, the Employer and the Union, within fifteen (15) days' notice of either upon the other shall commence negotiations the sole and restricted purpose of which shall be to provide adequate legal replacement of such provision. In the event that such negotiations do not result in agreement upon legal replacement for such provision within seven (7) days of commencement of negotiations or such longer period as may be mutually agreed between the parties, the matter shall be resolved in accordance with Article 6:00.

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

### **ARTICLE 3:00 - MANAGEMENT RIGHTS**

- 3:01 Subject to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its operations and direction of the working forces including the right to hire and select employees, promote or discharge any employee for just cause, and further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.
- 3:02 The Employer shall have the right to name-hire IUOE Local 115 Union members who have been employed by the Employer in the previous twenty-four (24) months from the date of hire.
- 3:03 In the event that a project's conditions place the Employer in an uncompetitive position with alternate union or non-union bidders, or with the owner's forces, this Agreement may be altered accordingly by mutual agreement of the Union and the Employer prior to the project starting.
- 3:04 Non-bargaining unit employees shall not perform work normally assigned to employees of the bargaining unit. However, it is recognized that there will be occasions such as in emergency situations or for purposes of investigation or inspection, instruction or demonstration purposes, in experimental and developmental work, critical start-up or shut down periods, or to improve productivity and effectiveness of the operation that it may be necessary from time to time for non-bargaining unit employees to do work in cooperation with bargaining unit employees. However, if a non-bargaining unit employee is required in any of the above circumstances it is understood that no bargaining unit employee shall be displaced as a result, nor suffer any loss of wages from regularly scheduled hours.
- 3:05 It is agreed that any of the terms of this Agreement may be modified on a project by-project basis by mutual written agreement of both parties. Where project-specific terms have been agreed to for a specific project, they shall be binding only on that project and subject to renewal for subsequent projects.
- 3:06 This Agreement represents the entire agreement between the parties and there are no enforceable oral or other agreements (written or otherwise) or practices which are not contained herein.

### **ARTICLE 4:00 - UNION RIGHTS**

- 4:01 The Union and Employer will cooperate in maintaining a desirable and competent workforce. The Employer will give preference to qualified Union members in good standing who are competent and able to meet all reasonable requirements of the Employer. The Union agrees that it will provide evidence of a prospective employee's qualifications prior to consideration for employment with the Employer. If the Union fails to provide a list of Union members who meet all of the Employer's requirements within twenty four (24) hours of a request being made, the Employer may hire from any source. Employees hired by the Employer must register with the Union and obtain a dispatch slip

within fourteen (14) days after commencement of work. If an employee works for more than that without a clearance the Superintendent will pay an assessment of one hundred dollars (\$100.00) per week to St. Vincent's De Paul. Local residents shall be given preference of employment on projects within a reasonable daily commuting distance within 100 km from the designated project.

Any employee hired by the Employer shall make application to the appropriate Union following completion of their probationary period and maintain their membership in the Union as a condition of continued employment.

- 4:02 Employees shall be subject to a mandatory probationary period of ninety (90) calendar days. This period may be extended for an additional thirty (30) days by the Employer where it is deemed by the Employer that additional time is required to assess an employee's competency; this request for extension must be in writing. The Union agrees that such extension will not be unreasonably withheld. Employees rehired within twenty-four (24) months will not be required to serve an additional probationary period.
- 4:03 All employees shall be required to pay an amount equal to Union dues during their term of employment. The Employer shall deduct this amount from the employee's wages by the first payday after commencement of employment and thereafter on the first payday of each month. All dues so collected shall be remitted to the Union, together with a list of employees concerned, not later than the 15th day of the month following such deduction.
- 4:04 The Employer agrees to deduct all Union dues in excess of the normal monthly Union dues, fees and assessments as evidenced by a signed authorization or dispatch slip from an employee covered by this Agreement, and forward such monies once each month to the appropriate Union together with a list showing the amount deducted for each person, said monies to be remitted not later than the 15th day of the month following such deduction.
- 4:05 (a) Job Stewards shall be recognized by the Employer and shall be treated fairly and impartially. Stewards shall be allowed time during working hours to perform the work of the Union but shall not abuse that privilege.
- (b) The Union shall appoint one of its members who is a qualified worker in their classification as Job Steward for each shift. It will be mandatory that all Job Stewards appointed must have taken the Job Steward Course, provided for by the Union. The Union will notify the Employer in writing of the names of the Job Stewards appointed. The Chief Job Steward(s) will be one of the last employees laid off in their classification. Job Stewards will be selected based on their leadership qualities, maturity, ability to problem-solve, positive attitude and to uphold the spirit of cooperation between the Employer and the Union.
- 4:06 The Business Agent is to have access to all projects covered by this Agreement after first notifying the Superintendent or person in charge, having due regard to project rules and safety regulations including the client owner's site access rules. The Business Agent shall not interfere with the progress of the work.

The Union shall have the right to post notices at designated places on the Project. All such notices must be signed by the proper officer of the Local Union and submitted to the management of the Employer for approval.

- 4:07 A copy of this Agreement shall be provided by the Union to all employees covered by the Agreement.
- 4:08 On projects where circumstances have necessitated the hiring of Local 115 permit holders and layoffs take place, employees will be laid off based on skill, attendance, documented safety performance and ability. Where the skill, attendance, documented safety performance and ability is equal, the following sequence for layoff shall be followed:
- (1) Permit holders first;
  - (2) Travel cards next, and;
  - (3) Member receiving pension and;
  - (4) Good standing members last.

When there is a temporary slowdown of work, good standing members shall be retained on the projects, and travel cards and permits shall be sent home unless all good standing members are working provided the remaining employees are qualified to perform the work required. Article 4:08 to be sunsetted and reviewed upon the wage reopener in 2022.

#### **ARTICLE 5:00 - SUB-CONTRACTING**

5:01 Definition of Sub-Contractor:

A sub-contractor is a person or contractor who performs work at the project under a subcontract from the Employer and that work, if done by the Employer, would have come under the terms of this Agreement.

- 5:02 It is recognized by the Union that circumstances may require the use of sub-contractors on work covered under the terms of this Agreement. The Employer agrees that if such circumstances arise, they shall notify the Union prior to the letting of any sub-contracts. Such notification shall be in the form of written notice to the Job Steward on shift, and the Business Agent/Representative.
- 5:03 Employees of sub-contractors, as referred to in 5:02, shall be employed under and in accordance with all of the terms and conditions of this Agreement.
- 5:04 The Employer may subcontract without penalty work not consistently performed by the Employer, equipment warranty work, service contracts, survey work and specialized work. In addition the Employer may subcontract work without penalty to direct service providers who possess specialized skills not readily available. The parties further agree that mechanical, electrical and welding work not covered above may be subcontracted and where these services are subcontracted, the Employer will remit the equivalent of Union dues and benefit package to the Union for each subcontractor subcontracted in a given month. The use of sub-contractors is not intended to be used as a mechanism for laying off current employees.

## ARTICLE 6:00 - GRIEVANCE PROCEDURE

6:01 All differences between the Employer and the Union concerning the interpretation, application, operation, and/or an alleged violation of this Agreement shall be settled without stoppage of work or lockout and the dispute shall be submitted in writing within ten (10) days of the issue becoming known to either party and then referred to paragraph (d) below.

In the event of any dispute arising out of this Agreement between the Employer and an employee, the following procedure will be followed:

INFORMAL PROCEDURE - As an informal step, an employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

- (a) An aggrieved party shall within ten (10) days of the alleged violation submit their complaint in writing to the Chief Job Steward who shall endeavour to settle the complaint between the employee and the employee's immediate Supervisor.
- (b) If the complaint is not settled within two (2) days (excluding Saturdays, Sundays and Holidays) it may be referred to the Project Superintendent and an official Representative of the Union.
- (c) If the complaint is not then settled within three (3) days (excluding Saturdays, Sundays and Holidays) it shall be referred to the Management of the Employer involved and the Business Agent of the Union.
- (d) If the complaint is not settled within seven (7) days (excluding Saturdays, Sundays and Holidays) it shall be referred Arbitration. By mutual consent of the parties this time limit may be extended. The parties will attempt to jointly select a sole Arbitrator, failing which either party may request one be appointed by the B.C. Labour Relations Board. Each party shall bear one-half (½) of the expense of the Arbitrator.
- (e) If a grievance is not submitted or advanced from one step to another within the time limits the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end, except that the Union and the Employer may mutually agree to extend the time limits and any request shall not be unreasonably denied.
- (f) The Arbitrator shall be vested with the authority to decide whether any matter referred to it is arbitrable. It shall make its decision within fourteen (14) days conclusion of the hearing. By mutual consent of the parties the time limits may be extended.

It shall not alter, amend, or change the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties.

6.02 A probationary employee's discipline or termination may be the subject of a grievance up to Step No. 3 of the grievance procedure and the disposition of the grievance shall be

final and binding at this Step. The discipline or termination of a probationary employee shall not be subject to Arbitration.

## ARTICLE 7:00 - RATES OF PAY AND CLASSIFICATIONS

### 7:01 New Classifications:

When the Employer utilizes employees not covered by existing classifications, the Employer will establish the rate for such classification and notify the Union in writing within two (2) days of employment. If the Union disagrees with the rate, the proper Union Representatives will advise the Employer in writing within fifteen (15) days from the date of notification requesting negotiation. In the event that such negotiations do not result in agreement upon the classification within seven (7) days of commencement of negotiations or such longer period as may be mutually agreed between the parties, the matter shall be resolved by an Arbitrator as provided in the grievance procedure. The wage rate established shall become effective on the date upon which notice is given to commence negotiations.

### 7:02 (a) Classifications – Operations:

Group 1 Dragline, Shovel, Frontend Loader, over 10 cu.yd. capacity; Backhoe over 3 cu.yd. capacity. The operators on loading equipment with bucket capacities over 15 m<sup>3</sup>, Survey Instrument Persons;

Group 2 Dragline, Shovel, Clam up to and including 10 cu.yd. capacity; Motor Scraper; Frontend Loader, 1 cu.yd. and up to 10 cu.yd. capacity; A-Frame; Grader; Off highway vehicle, 100 ton capacity and over Crawler Tractor with attachments such as Dozer, Scraper, larger than D-4 or equivalent; Crane up to 15 ton; Backhoe up to and including 3 cu.yd. capacity;

Group 3 Crawler Tractor with attachments such as Dozer, Scraper, up to and including D-4 or equivalent; Frontend Loader, up to 1 cu.yd. capacity; Dump Truck; Compaction equipment with attachments such as dozer blade; Off highway vehicle, under 100 ton capacity; Apprentice Survey Instrument Person; Rod and Chainperson; Bus or Van Driver;

Group 4 Oiler; Assistant operator; Water pump; Compressor; Mechanical heater; Tow tractor without attachments; Compaction equipment without attachments; Forklift. Employer is not utilizing Group 4 no wage schedule established

Group 5 Ground Person

### (b) Classifications - Maintenance:

Group 1 Ticketed tradesperson employed as: Heavy Duty Equipment Technician, Automotive Technician, Welder, Machinist;



- Group 2      Serviceman 1; Tire Person 1 (Tire Person 1 to be paid an additional one dollar (\$1.00) per hour over the Group 2 rate);
- Group 3      Serviceman 2; Tire Person 2; Lowboy; Highboy; Senior Warehouse/Receiver; Ticketed Parts Person;
- Group 4      Serviceman 3; Steam Cleaner; Tire Person 3; Intermediate Warehouse/Receiver;
- Group 5      Maintenance Non Operator; Entry Level Steam Cleaner, Ground Person

7:03 Hourly Wage Rates:

GROUP 1: HOURLY WAGE RATES

Employer Contributions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Hourly Wage	\$36.20	\$36.92	TBD *	TBD*	TBD*
Benefits	\$2.10	\$2.10			
Pension	\$3.82	\$3.90			
Holiday Pay (10%)	\$3.82	\$3.90			
Rehabilitation Fund	\$0.02	\$0.02			
Apprenticeship Plan	\$0.47	\$0.47			
Tool Allowance Fund	\$0.06	\$0.06			
OE Advancement Fund	\$0.17	\$0.17			
TOTAL	\$46.66	\$47.54			

Employee Deductions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Working Dues	\$0.76	\$0.78			
TOTAL	\$0.76	\$0.78			

\* Wage reopener

GROUP 2: HOURLY WAGE RATES

Employer Contributions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Hourly Wage	\$32.12	\$32.76	TBD*	TBD*	TBD*
Benefits	\$2.10	\$2.10			
Pension	\$3.21	\$3.28			
Holiday Pay (10%)	\$3.21	\$3.28			
Rehabilitation Fund	\$0.02	\$0.02			
Apprenticeship Plan	\$0.47	\$0.47			
Tool Allowance Fund	\$0.06	\$0.06			
OE Advancement Fund	\$0.17	\$0.17			
TOTAL	\$41.36	\$42.14			

Employee Deductions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Working Dues	\$0.64	\$0.66			
TOTAL	\$0.64	\$0.66			

\* Wage reopener

GROUP 3: HOURLY WAGE RATES

Employer Contributions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Hourly Wage	\$29.06	\$29.64	TBD*	TBD*	TBD*
Benefits	\$2.10	\$2.10			
Pension	\$2.91	\$2.96			
Holiday Pay (10%)	\$2.91	\$2.96			
Rehabilitation Fund	\$0.02	\$0.02			
Apprenticeship Plan	\$0.47	\$0.47			
Tool Allowance Fund	\$0.06	\$0.06			
OE Advancement Fund	\$0.17	\$0.17			
TOTAL	\$37.70	\$38.38			

Employee Deductions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Working Dues	\$0.58	\$0.59			
TOTAL	\$0.58	\$0.59			

\* Wage reopener

GROUP 4: HOURLY WAGE RATES

Employer Contributions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Hourly Wage					
Benefits					
Pension					
Holiday Pay (10%)					
Rehabilitation Fund					
Apprenticeship Plan					
Tool Allowance Fund					
OE Advancement Fund					
TOTAL					

Employee Deductions					
Working Dues					
TOTAL					

Employer is not utilizing Group 4, no wage schedule established.

GROUP 5: HOURLY WAGE RATES

GROUND PERSON

Employer Contributions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Hourly Wage	\$21.92	\$22.36	TBD*	TBD*	TBD*
Benefits	\$2.10	\$2.10			
Pension	\$2.21	\$2.25			
Holiday Pay (10%)	\$2.21	\$2.25			
Rehabilitation Pay	\$0.02	\$0.02			
Apprenticeship Plan	\$0.47	\$0.47			
Tool Allowance Fund	\$0.06	\$0.06			
OE Advancement Fund	\$0.17	\$0.17			
TOTAL	\$29.16	\$29.68			

Employee Deductions	May 1, 2020	May 1, 2021	May 1, 2022	May 1, 2023	May 1, 2024
Working Dues	\$0.44	\$0.45			
TOTAL	\$0.44	\$0.45			

\* Wage reopener

7:04 Tool Allowance:

All employees who are employed as a Ticketed or Apprentice Heavy Duty Equipment Technician or Automotive Service Technician shall receive a tool allowance of one dollar (\$1.00) per hour on a straight time basis for all hours worked.

All employees employed other than as Mechanics (i.e. Servicemen and Welders) which are required by the Employer to use their own tools shall receive a tool allowance of fifty cents (\$0.50) per hour on a straight time basis for all hours worked (see attached list).

7:05 Shift Premium:

Employees required working scheduled shifts which start between 4:00 P.M. and 5:00 A.M. shall receive a premium of one dollar and twenty cents (\$1.20) per hour on a straight time basis for all hours worked on such scheduled shifts.

7:06 Lead Hand Premium:

The Employer may designate Lead Hands (with the agreement of the employee). When an employee is assigned as a Lead Hand, they shall be paid a premium as outlined below, payable at straight time rates for all hours worked.

Lead Hand Mechanic	\$2.50/hr
Lead Hand Welder	\$2.00/hr
Lead Hand Serviceman/Tireman	\$1.50/hr

A Lead Hand is responsible for the correct completion of work but not for disciplinary action or other performance management activities, which are the responsibility of the Supervisor to whom the Lead Hand reports. An employee is paid the premium while assigned to be a Lead Hand and such assignment is not considered to be a permanent position.

**ARTICLE 8:00 - HOLIDAYS AND VACATION PAY**

8:01 The following Holidays will be observed as follows:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

The Employer shall provide at least two (2) weeks' notice of the Christmas work schedule for the period of December 20th to January 5th on fly in fly out projects only. Failure to provide such notice shall result in the Employer paying any employees affected at applicable overtime rates for the first day worked where notice is not provided.

8:02 The Employer may require employees to work on any of the above Holidays (Article 8:01). Such employees working on any of the above Holidays shall be paid at double times the regular hourly rate of pay.

8:03 Holiday pay shall be credited to the employee and shall be calculated at five (5%) percent of the straight time rate for all hours worked.

8:04 Vacation pay shall be credited to the employee at the rate of five (5%) percent of the straight time rate for all hours worked.

8:05 Holiday and Vacation Pay shall be paid on each payday and upon termination as per BC Employment Standards.

**ARTICLE 9:00 - HOURS OF WORK AND OVERTIME**

9:01 In recognizing that the Employer will be serving the needs of the Project Owner in operating mines and other projects, it is understood that shift schedules and hours of work may vary to suit the requirements of the projects.

- (a) Work week schedules may be required to provide a competitive and acceptable service to the mine or project. Work schedules may be scheduled on the basis of a maximum of twelve (12) regularly scheduled hours per day. Overtime will be paid for hours worked over eight (8) in a day, forty (40) in a week, Sunday to Saturday.

- (b) Every employee will be assigned a shift schedule with regularly scheduled days off. Shift schedules shall be posted.
- 9:02 (a) All overtime will be paid at one and one-half (1½) times the employee's basic hourly rate up to twelve (12) hours in a day and double time after that.
- (b) Any employee who was available for work or worked on all of their regularly scheduled days of work, and who works on any of the regularly scheduled days off following their regular scheduled days of work, will be paid overtime for that time.
- (c) Where the Employer changes an employee's shift schedule, resulting in the schedule having fewer days off than originally scheduled, then the originally scheduled days off shall be at overtime rates, in addition to any overtime that would ordinarily be paid on the new shift schedule. This would apply only for the transition period from one shift schedule to another. It is agreed that where the Employer provides at least two (2) days' notice of the change in shift schedule, no penalty will be paid. The Employer shall endeavor to implement shift changes in a manner that minimizes the impact to the employee, which may include the use of transition shifts.
- 9:03 The employee's time shall commence when they reach their dry or marshalling area and shall end when they return to the dry or marshalling area at the end of each shift.
- 9:04 No employee shall work more than one (1) straight time shift in each consecutive twenty-four (24) hour period. An employee shall continue to receive the overtime rate after each shift until a break of eight (8) consecutive hours occurs.
- 9:05 In no case will overtime compensation or premiums be duplicated or pyramided, unless specifically provided for elsewhere in this Agreement.
- 9.06 All overtime worked within the scheduled shift's cycles shall be paid at one and a half times (1.5X) the employee's basic hourly rate. Any hours worked outside the scheduled shift shall be paid at one and a half times (1.5X) the basic hourly rate or as per employment standards. All work performed on statutory holidays shall be paid at one and a half times (1.5X) the basic hourly rate. Work performed on Christmas Day and Boxing Day shall be paid at double time (2X) the basic hourly rate.

Blended shift cycles will be:

7/7: Paid at 80 hours straight time and 4 hours at 1 ½

14/14: Paid at 160 hours straight time and 4 hours at 1 ½

14/7: 10-hour days – 7 hours at regular time and 3 at 1 ½  
12-hour days – 8 hours at regular time and 3.5 at 1 ½

10/4: 8 hours at regular time and 2 hours at 1 ½

Other shift cycles may be considered based on client's requirements.

The meal break may be extended up to one (1) hour upon mutual agreement of the parties, and in such case the remainder of the regular work day shall be rescheduled accordingly.

#### **ARTICLE 10:00 - REPORTING AND CALL-OUT PAY**

10:01 An employee who reports for work as scheduled without having been notified not to report and for whom no work is available, will be allowed two (2) hours pay at the rate of the job for which they were scheduled to report.

An employee who reports for and commences work, shall be paid at the applicable rate for a minimum of four (4) hours or hours worked whichever is greater.

These payments shall apply only in cases where an employee discontinues work at the request of the Employer.

10:02 When an employee is called out to work on their regularly assigned period of rest, they will be paid for a minimum of two (2) hours at the applicable rate. The Employer may require an employee to perform work within their jurisdiction for the four (4) hour call-out. Employees shall have the right to refuse overtime when an employee is called out or requested to work on a scheduled day off.

10:03 If circumstances arise that there is no work available, two (2) hours' notice shall be given the employees. If such notice is not given, the Employer shall pay reporting time as set out in Article 10:01.

Employees shall be provided notice through a telephone message service which they may call or other means mutually agreed upon between the Employer and the Union.

#### **ARTICLE 11:00 - PAY DAYS**

11:01 (a) The Employer shall pay each employee on a weekly basis, with not more than seven (7) calendar days held back.

(b) The Employer shall direct deposit each employee's cheque to the employee's account in a financial institution of the employee's choice. The financial institution shall be a recognized institution insured under the Canada Deposit Insurance Corporation.

(c) Employees will be provided with access to the Employer's secure online paystub portal and will be able to retrieve their paystubs weekly through the system.

(d) Upon termination of employment, the employee's Record of Employment (ROE) will be sent electronically for the purposes of E.I., and is accessible to the employee electronically, or at any Service Canada service centre.

11:02 As per Employment Standards employees laid off or quit shall be paid no later than six (6) days from termination date.

Employees that are dismissed shall be paid no later than forty-eight (48) hours from termination date.

11:03 Sunday shall be deemed the first day of the week for payroll purposes.

#### **ARTICLE 12:00 - TRANSPORTATION**

12:01 On projects where the client provides daily bussing service from the city to the project site the Employer will provide access to such bussing for the employees. Where the client does not provide bussing service for projects designated as within reasonable daily commuting distance from the city as defined in Article 4:01, the Employer will provide daily transportation to the project site and return. Employees shall report to the designated pickup point(s) in time to reach the project at the designated starting time of their shifts. If an employee uses their own vehicle at the request of the Employer, they shall be compensated at the CRA current rate. The paid length of the shift will not differ as a result of utilization of the project specific transportation system as opposed to BFI Constructors buses. The parties agree that in the event that the client-provided bussing is to be discontinued, then the parties shall meet in order to come to a reasonable solution to the transportation issue.

#### **ARTICLE 13:00 - ROOM AND BOARD**

13:01 Room and board may be provided at the Employer's sole discretion.

13:02 The Employer will participate in soliciting client support in ensuring high camp standards are maintained. This will include, for example, involvement in camp committees. At the request of the Lead Job Steward the Employer shall assign the Project Manager or their designate to conduct a joint camp inspection and document any concerns which will be forwarded to the client camp coordinator. In addition, it is understood that the Lead Job Steward shall play an active role in the camp committees in order to deal with any camp issues that may arise.

#### **ARTICLE 14:00 - WORKING CONDITIONS**

14:01 The Employer shall provide suitable sanitary facilities (washrooms to be upgraded - hot water should be available at least in the shops area), propane-type toilets with hand cleaning supplies, including wet towels; a heated lunch room which shall not be used for storage of tools or equipment; and a lock-fast place for storage of employee's tools.

The Employer shall provide flush toilets in the area of the main shop. In addition, the Employer will participate in soliciting client support in ensuring sufficient sanitary facilities are provided for employees throughout the project site.

It is understood and agreed by the Employer and the Union there will be unusual circumstances where it is not practical to provide a lunchroom and sanitary facilities such as a minimal number of employees working in an area removed from the normal work area. In such cases, a pickup truck or similar vehicle maintained at a reasonable standard will be provided for the employee to eat their lunch if they do not have a heated cab, however where practicable, these facilities will be provided.

The Employer shall make every effort to ensure that all mobile equipment has fully enclosed cabs with operating air conditioning and heating systems where conditions warrant. This will not apply to tree clearing equipment due to safety concerns.

- 14:02 The Employer shall provide reasonable protection from severe weather elements for all employees. When an employee is required to work in the rain, rainwear shall be supplied by the Employer. Such rainwear shall remain the property of the Employer and must be returned upon request by the Employer or upon termination of employment. Failing such return, the Employer is authorized to deduct the cost of the rainwear from the employee's pay.
- 14:03 (a) All employees covered by this Agreement shall be permitted ten (10) minutes in the first half and ten (10) minutes in the second half of a shift for a coffee break on the Project during regular working hours.
- (b) Upon mutual agreement between the Union and the employee the Employer has the option to utilize one half (½) hour paid break and one half (½) hour unpaid break on a ten (10) hour shift and up to twelve (12) hours.
- 14:04 When a ticketed tradesperson or apprentice (Mechanic, Welder or Electrician), as a condition of employment, is required to carry a full complement of tools, they shall before starting work for the Employer, submit an inventory of tools which will be checked by the Employer. Upon acceptance, the Employer shall insure those tools and toolbox at the agreed value against fire and/or theft of the complete unit of tools while on the Employer's premises. The Employer shall be responsible for the repair of air and/or pneumatic tools damaged on the job through other than neglect, or replace them with tools of equal value. The Employer responsibility for the previous sentence shall apply only in the case of employees who have been employed for a period of one year or longer.
- 14:05 When an employee works in a higher hourly wage classification they shall be paid the higher rate for the entire half of the shift in which they work the higher classification.
- 14:06 Fresh bottled drinking water in approved sanitary coolers, containers, and paper cups will be provided and placed at all fueling stations in convenient locations on all jobs.
- 14:07 The Employer shall supply a clothes locker, gloves, wristlets, appropriate seasonal coveralls, and laundering of same to those employees employed in the servicing and repair of equipment. The gloves shall remain the property of the Employer and will be replaced without charge when worn-out gloves are presented for exchange. This provision shall apply only to the following classifications:

Mechanics, Machinists, Welders, Servicemen, Fuel Truck Drivers, Steam Cleaner Operators, Tire Servicemen, Mechanic's and Welder's Helpers, and Non Operators.

When work conditions dictate, Operators and Ground Person will be supplied gloves and coveralls.

Any employee who is laid off, discharged or quits, and who has been supplied gloves or coveralls which have not been returned, shall have the cost of these items deducted from their last pay cheque, provided the employee was assigned a lockable clothes locker. The Employer shall implement a sign-in/sign-out system for monitoring coveralls and gloves.



14:08 At no time will an employee be required to be paid in a lesser wage classification than that for which they were dispatched unless the employee agrees to the lesser wage classification in writing.

## **ARTICLE 15:00 - ABSENCE FROM WORK**

### 15:01 Absences:

Employees are required to attend work regularly. When unable to attend, the employee must contact their Supervisor as far in advance as possible, but no less than two (2) hours prior to their scheduled start time, giving the reason they are unable to attend work, the date of their expected return, if known, and the details as to where they can be contacted during their absence. Where the employee has tried unsuccessfully to reach their Supervisor in person they must leave a recorded message with the required information. An employee is required to maintain regular contact with the Employer throughout their period of illness or injury and/or recovery.

An employee is required, if requested by the Employer, to substantiate the reasons for any absence. If an employee misses two (2) or more consecutive days of work due to illness they must, upon their return to work, present a medical certificate substantiating their absence and indicating their fitness to return to work.

15.02 The parties recognize that attendance at work by employees is important to the efficient operation of the Employer's business. Any undue or habitual absenteeism shall be cause for discipline of the employee including discharge.

15.03 An employee who is absent without leave for a period of two (2) consecutive work days without providing a reason acceptable to the Employer shall be deemed to have abandoned their position and shall be treated as terminated.

15.04 The Employer, the employee and the Union have an ongoing obligation to cooperate in an effort to facilitate the early return of the employee to their job after illness or injury, which will require a regular review of their functional abilities including functional abilities assessments as and when requested by the Employer. It is agreed that employee participation in the Employer's modified work program is mandatory. The parties agree that an employee's failure to cooperate in the accommodation process may result in disciplinary action up to and including termination.

The employee shall be returned to their previous job, or to a comparable one, when their functional abilities so allow.

Where the Employer does not consider it has sufficient information to assess the employee's ability to return to work, it may request further information. An employee may be required to attend an independent medical examination. Should the Employer require independent medical examinations, such examinations shall be paid for by the Employer. In WCB related matters WCB legislation shall apply.

## **ARTICLE 16:00 - BEREAVEMENT LEAVE**

16:01 Bereavement leave with pay will be granted to a maximum of thirty-six (36) regularly scheduled hours at straight time rates in case of death in an employee's immediate

family provided that the employee is directly involved in making funeral arrangements or attending the funeral. Immediate family shall include the employee's mother, father, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren and grandparents. The employee must return to work to qualify for payment and the Employer reserves the right to request satisfactory evidence of attendance at the funeral or involvement in making the funeral arrangements.

#### **ARTICLE 17:00 - APPRENTICESHIP AND TRAINING**

- 17:01 Apprentices and Trainees shall be indentured and paid in accordance with the appropriate Local 115 Training Association, but in any case at a rate that is no lower than that of Group (5) covered in this Collective Agreement.
- 17:02 All apprentices shall acquire and maintain basic hand tools required to carry out their apprenticeship training.
- 17:03 Employees training on any job classification will be paid one classification below that job classification for a maximum of four hundred (400) hours. The training period may be shortened if the Supervisor certifies that the employee is fully qualified, or may be extended by mutual agreement of the Employer and the Union. This does not apply to Ticketed Tradespeople.
- 17:04 The Employer and the Union agree that the indenturing and training of apprentices is important and whenever possible apprentices will be incorporated.

#### **ARTICLE 18:00 - ACCIDENT PREVENTION AND SAFETY EQUIPMENT**

- 18:01 It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention and safety regulations as stipulated by the BFI Constructors Standard Practice for Health, Safety and Environment, the Project Owner's Safety and Health Program and the Occupational Health and Safety Act. The adoption and application of a Health and Safety program, including an alcohol and drug program, shall in no way be interpreted as restricting or limiting the Employers right to make and enforce other workplace rules that impose additional or higher standards in relation to drug and alcohol use or the testing for same, providing such additions and standards are consistent with current legislative guidelines within the Province of British Columbia.
- 18.02 It is agreed that as per the Occupational Health and Safety Act workers have the right and obligation to refuse unsafe work if they believe that performing such work would place themselves or someone else at risk of injury.
- 18.03 No employee may be terminated for an accident except in cases of carelessness or negligence. However, a violation of the safety regulations described above or unsafe working practices shall be considered as just cause for dismissal. The Employer shall notify the Job Steward at the time of any such occurrences.
- 18:04 (a) Every potential employee shall submit to and pass the Employer's lawful designated drug/alcohol test prior to employment with the Employer on a project. Employees may also be required to submit to a lawful drug/alcohol test for just cause during the course of their employment. The Employer and the employee

shall also adhere to such other lawful drug/alcohol tests as required by the Owner or the Employer's Alcohol and Drug program.

- (b) It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention and safety regulations as stipulated by the BFI Constructors Standard Practice for Health, Safety and Environment, the Project Owner's Safety and Health Program and the Workers Compensation Act. The adoption and application of a Health and Safety program, including an alcohol and drug program and Fit For Work Testing, shall in no way be interpreted as restricting or limiting the Employer's right to make and enforce other workplace rules that impose additional or higher standards in relation to drug and alcohol use or the testing for same, providing such additions and standards are consistent with current legislative guidelines within the Province of British Columbia.
- (c) The Union agrees that all candidates for employment shall complete a Pre-employment Fit for Work medical and physical test and receive clearance by the Employer prior to being dispatched to the project. Candidates will be advised of this requirement at or before the time they accept a dispatch slip. The Employer will have final determination of clearance for the candidate in all cases based on recommendations by its Third Party Testing Provider. The Union agrees that neither the Pre-employment Fit for Work testing program and procedures, nor the Employer's decisions on whether to employ candidates based on the testing results are subject to the Grievance procedure because they deal with pre-employment matters. However, the parties agree that there will be an opportunity for the Union to raise the concerns of their members with the Employer. It is also agreed by the Employer that a copy of the Fit for Work Policy and Procedures, as they may be revised from time to time, will be available at all times to the Union and any amendments to the procedure will be forwarded to the Union prior to implementation.

18:05 Employees must report all incidents to their Supervisor immediately after they occur. It is understood that failure to report an incident may be grounds for discipline up to possible termination of employment.

18:06 Employees must wear PPE as recommended by the manufacturers or their Supervisor, and must ensure they keep such PPE in good working order.

#### **ARTICLE 19:00 - OTHER PROVISIONS & EMPLOYEE RELATIONS**

19:01 In this Agreement words using the masculine gender include the feminine and neuter.

19:02 The selection and appointment of foremen or above shall be the sole responsibility of the Employer. The designation and determination of the number of such employees, should any be required, is the sole responsibility of the Employer.

When a foreman is required they may be requested from the Union hall, promoted from within the bargaining unit or may be recruited by the Employer.

With the mutual agreement of the employee and the Employer, such recruits may be permitted into or apply to become members of the Union following successful completion

of the probationary period. Foremen may at the discretion of the Employer be inside the scope of the Collective Agreement.

- 19:03 Foremen shall be paid not less than two dollars (\$2.00) per hour above the highest classification supervised.
- 19:04 A Joint Labour-Management Committee consisting of representatives of the Employer and representatives of the Union shall be maintained. The Committee will meet periodically to discuss matters of mutual concern with a view to maintaining and improving effective labour-management relations between the Employer and the Union.
- 19:05 The Employer and the Union will cooperate in the implementation of First Nations employment and/ or subcontracting programs as appropriate. Any case of implementation of this clause shall be subject to agreement of the Employer and the Union.
- 19:06 Discipline must be based on just cause and in accordance with the principles of progressive discipline. The parties agree that in the event an employee is to be disciplined by the Employer, the employee shall have the right to Union representation through Job Stewards, Business Agents and/or Representatives. It is agreed that written warnings and suspensions that occurred on the current project greater than twenty-four (24) months previously shall not be relied upon in the event that further disciplinary action is necessary.

The Employer may impose increasingly severe discipline upon an employee for repeated infractions which may be dissimilar in nature.

- 19:07 The Employer agrees that it will not cause or direct any lockouts of its employees during the life of this Agreement. In like manner, the Union agrees that neither will the Union cause or direct, nor shall any employee cause or take part in any sit-down, slow down, overtime boycott, strike or stoppage of work during the life of this Agreement. It is further agreed that the Employer may discharge any employee causing or taking part in any of the above mentioned during the life of the Agreement. Such discharge may be subject to grievance and arbitration.

## **ARTICLE 20:00 - EMPLOYER CONTRIBUTIONS**

### **20.01 Operating Engineers' Benefits Plan:**

The Employer agrees to contribute the sum of two dollars and ten cents (\$2.10) for each standard time hour and each overtime hour worked by an employee to the Operating Engineers' Benefits Plan ("OEBP"). The Employer shall remit the contributions to the administrator of the OEBP on or before the 15th day of the month following the month in which hours are worked along with a report in the form required by the administrator showing the name and social insurance number of each employee, the number of hours worked and the dollar value of the corresponding contributions. The terms and conditions of eligibility and benefit coverage under the OEBP shall be as determined by the trustees of the OEBP and are subject to amendment from time to time. The Employer's liability in respect of the OEBP is limited to making the contributions and submitting the reports as required hereby.

20:02 Operating Engineers' Pension Plan:

The Employer agrees to contribute a sum equal to ten percent (10%) of the current average base wage rate for each standard time hour and each overtime hour worked by an employee to the Operating Engineers' Pension Plan ("OEPP"). For greater certainty, the OEPP contribution rate payable for overtime hours shall be ten percent (10%) of the average standard time base hourly rate, not the overtime hourly wage rate. The current average base wage rate shall be the average of all wage rate classifications specified in this collective agreement in effect when the hours are worked. The Employer shall remit the contributions to the administrator of the OEPP on or before the 15th day of the month following the month in which hours are worked along with a report in the form required by the administrator showing the name and social insurance number of each employee, the number of hours worked and the dollar value of the corresponding contributions. The terms and conditions of eligibility and benefit coverage under the OEPP shall be as determined by the trustees of the OEPP and are subject to amendment from time to time. The Employer's liability in respect of the OEPP is limited to making the contributions and submitting the reports as required hereby.

20:03 Training:

The Employer shall, not later than the fifteenth (15th) of each month, mail Training Trust Fund contributions for the previous month to the Office of the Trust Fund. Cheques are to be made payable to the appropriate union.

It is agreed that the extent of the Employer liability for the provision of Union Trust Fund-provided training benefits for the bargaining unit employees is in providing to the Training Trust Fund the contributions as outlined above. Nothing in this clause shall be interpreted as limiting the Employer's ability to provide additional training to members of the bargaining unit at its own expense.

**ARTICLE 21:00 - DURATION OF AGREEMENT**

21:01 Except as otherwise specified herein, the Agreement shall be in full force and effect as of January 1, 2020 to December 31, 2025 and from year to year thereafter except as hereinafter provided.

21:02 The Union or the Employer may, not less than thirty (30) days and not more than ninety (90) days immediately prior to the expiry date of the Agreement, request the other party to the Agreement to commence collective bargaining. Such notice shall be given by registered mail.

21:03 It being the intent of the parties to this Agreement that negotiations be concluded and a new Agreement signed prior to December 31, 2025, the parties agree that if no Agreement is reached by November 30, 2025, both parties shall apply for the services of a mediator immediately as provided for in the Labour Relations Code. It is the express intent of this provision to have concluded a new Collective Agreement or to have exhausted all the procedures as set out in the Labour Relations Code prior to the expiry date of the Agreement.

21:04 If notice has been given by the Union or the Employer this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may

extend beyond the said expiry date, until the procedures in the Labour Relations Code have been exhausted. The parties to this Agreement shall make every effort to complete the procedures in the Code and conclude an Agreement prior to the expiry date.

SIGNED at Burnaby BC, this 29<sup>th</sup> day of November, 2019.

BFI CONSTRUCTORS LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

REDACTED

*BFI constructors*

**SERVICEMEN & WELDERS REQUIRED TOOL LIST**

- 1 ..... 2 lb. ball peen hammer
- 1 ..... 8" crescent wrench
- 1 ..... 12" crescent wrench
- 1 ..... Set of screw drivers (six assorted)
- 1 ..... Pair of pliers
- 1 ..... Chisel
- 1 ..... Punch
- 1 ..... Set of combination wrenches from ½" to 1 1/8" inclusive
- 1 ..... Set of 1/2" drive sockets from 3/8" to 1" inclusive  
together with ratchet & flex handle
- 1 ..... Tool box with lock
- 1 ..... Standard ¾" Drive Set
- 1 ..... Filter Wrench (Auto) Serviceman
- 1 ..... Filter Wrench (Cat) Serviceman
- 1 ..... Chipping Hammer - Welder
- 1 ..... Measuring Tape – Welder

## LETTER OF UNDERSTANDING # 1

BY AND BETWEEN:

BFI CONSTRUCTORS LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: First Nations and Indigenous Peoples Engagement Protocol

Reasonable efforts to co-operate with local First Nations and Indigenous peoples whose traditional territories are directly affected by the project, make reasonable attempts to address any concerns resulting from the project that are advanced by such First Nation and Indigenous peoples; and

Whereas various First Nations and Indigenous peoples have voiced a desire to be provided with opportunities to enter the work force; and

Whereas some of the training and employment opportunities will be within the Bargaining Unit,

1. The Employer shall make available to members of the affected First Nations opportunities to obtain employment and training that would permit them to obtain the basic knowledge and personal skills and practices necessary to succeed in the obtaining of regular employment.
2. No member of the Bargaining Unit will be laid off or disadvantaged as a result of such training.
3. Prior to the commencement of training the Employer will notify the Union of the First Nations members and Indigenous peoples participating in any training and employment opportunities.
4. To be eligible to participate in such training and employment opportunities the Employer may require the First Nations members and Indigenous peoples to have certain basic skills and education.
5. To be eligible to participate in these training and employment opportunities the individual may sometimes be designated by their First Nation as a candidate for this program.
6. All standard operating rules and policies of the Employer shall apply to First Nations members and Indigenous peoples.
7. First Nation members and Indigenous peoples participating in these training and employment opportunities will be paid in accordance with applicable hourly and/or training rates set out in the Collective Agreement.
8. First Nation members and Indigenous peoples may be required to pay the equivalent of Union dues, but they will not be required to join the Union or pay initiation fees.



9. First Nations members and Indigenous peoples participating in these training and employment opportunities will be covered by the various provisions of the Collective Agreement save and except lay off provisions and the grievance procedure as it applies to terminations.

SIGNED at Burnaby BC, this 24 day of November 2019.

BFI CONSTRUCTORS LTD.

A

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

REDACTED

BFI constructors

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