

**IUOE LOCAL 115
HEAVY CONSTRUCTION STANDARD
COMMERCIAL/INSTITUTIONAL
AGREEMENT**

By and Between:

International Union of Operating Engineers, Local 115

(the "Union")

And:

Construction Labour Relations Association of BC (CLR)

*** (On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU.)**

* Pursuant to the August 9, 2016 LRB Settlement Agreement and Letter of Agreement By and Between the BCBCBTU and CLR.

(the "Employer")

(collectively, the "Parties")

May 01, 2019 to April 30, 2023

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(collectively, the “Parties”)

ARTICLE 1: OBJECTS

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

ARTICLE 2: DURATION

This Agreement shall be in full force and effect from and including May 1, 2019 to and including April 30, 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 April 30, 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 shall lockout, or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.

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

ARTICLE 3: EXTENT

3.01 Application

This Agreement shall govern only commercial/institutional work which is within the work jurisdiction of the Operating Engineers and which is being performed in the province of British Columbia by bargaining unit members who are Employees of the Employer. Refer to Articles 3.01(a) through (d) inclusive, for important exceptions to and clarification of the foregoing.

- (a) Unless otherwise mutually agreed by the Parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the IUOE Local 115 Heavy Construction Standard Commercial/Institutional Agreement, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU affiliate union(s).
- (b) Work covered by the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada shall be binding on the Employer and the Union, and their respective successors and assigns. It is understood that any Employer signatory to this Agreement shall when doing work covered by the Mainline Pipeline Agreement, be bound to that Agreement along with the signatory Union.
- (c) Work covered by the collective agreement between the Union and CLR for Structural Steel Erection or work covered by the Road Building Industry Standard Agreement or the Hydraulic Dredging Agreement or the Standard Piledriving, Dipper, Clamshell Dredging Agreement shall be performed under the conditions set out in the aforementioned agreements.
- (d) All Employers signatory to this Agreement whose primary business is "Crane Rental" shall be bound by the terms and conditions of the "Crane Rental Agreement".

3.02 Management Rights:

The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement.

3.03 Sub-Contractors:

The Employer may contract out work where:

- (a) the Employer cannot perform the work in a manner that is competitive in terms of cost, or quality, or within required time limits, or
- (b) the prime contract requires the contractor to accept the lowest qualified tender price for any/all subcontracted work.

3.04 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 classifications of heavy duty mechanic, welder, service truck operator, or heavy duty greaser;
 - (ii) a person who, with respect to the person, firm or corporation who or which provides their pay, remuneration, compensation or reward for such work, is in the relationship of servant to master;
 - (iii) a person who has been determined to be an "Employee" pursuant to the provisions of the *Labour Relations Code* of British Columbia.
- (b) The Employer agrees that it will not, under any circumstances, engage an Owner- Operator to perform work for it unless and until the Owner-Operator, prior to the commencement of such work:
 - (i) proves to the Employer that they are a member in good standing of the Union, or;

- (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 of:
 - ten dollars and eighty-two cents (\$10.82)
 - ten dollars and eighty-eight cents (\$10.88) effective June 17, 2019
 - ten dollars and ninety-one cents (\$10.91) effective May 1, 2020
 - ten dollars and ninety-seven cents (\$10.97) effective May 1, 2021

for each hour worked and for each hour of travel time, and to remit the same to the Union to be applied by the Union in the manner described in Article 3.04(c).
 - (iv) agrees that the Employer may withhold a reasonable sum pending presentation by the Owner-Operator of a WorkSafeBC clearance letter pertaining to assessments.
- (c) The Employer further agrees that it will deduct and remit to the Union the contribution rates outlined in Article 3.04(b)(iii) above for each hour worked and for each hour of travel time earned by the Owner-Operator, and 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 International Union of Operating Engineers Local 115 Training Association (IUOETA), the Tool Allowance Fund, the British Columbia Building Trade Unions (BCBT) Fund, the Bargaining Council of British Columbia Building Trades Unions (BCBCBTU) Fund, the Jurisdictional Assignment Plan Fund, the OE Advancement Fund, the Construction Industry Rehabilitation Fund, the D&A Policy, the Canadian Building Trades, the Coalition of BC Building Trades, and working dues checkoff.
- (d) 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 24 of this Agreement.
- (e) The rate established between the Owner-Operator and the Employer shall include all of the benefits that are otherwise contained in this Agreement. The Owner-Operator may become an Employee of the Employer and covered by this Agreement.
 - (f) It is agreed that the provisions of Article 3.04 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.

ARTICLE 4: WAGES

4.01 Hourly Wage Rates, Employer Contributions and Employee Deductions:

- (a) The schedules of minimum straight time hourly wage rates as provided for within Schedules "A1" and "A2" attached shall apply to all work performed in accordance with this Agreement with respect to equipment operators. The list of employee classifications and groups pursuant to such Schedules shall apply on commercial/institutional projects.

- (b) The applicable monetary package provided for within Schedule "B" shall apply to all work performed by all hydraulic and conventional crane operators. However, all other provisions of the IUOE Local 115 Heavy Construction Standard Commercial/Institutional Agreement shall otherwise apply to all hydraulic and conventional crane operators on a commercial and/or institutional project(s).
- (c) The schedules of Employer contributions and Employee deductions as provided for within Schedule "C" shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of hours worked.

4.02 Benefits Plan and Pension Plan:

The Employer will make contributions for Benefits Plan and Pension Plan in such amounts and under such conditions as are set forth in the Schedule forming part of this Agreement.

Employer contributions to the Pension Plan will be pro-rated for Trainees/Apprentices based on the corresponding percentage of their classification.

4.03 Vacation and General Holidays:

Vacation and General Holiday pay shall be accrued at the rate of eight percent (8%) of gross earnings (four percent (4%) for annual vacation and four percent (4%) for General Holidays) and shall be paid to the Employee on each regular pay day.

Each Employee is entitled to a minimum vacation period of three (3) weeks each year. The vacation period will be arranged by mutual agreement between the Employees and the Employer.

The recognized General Holidays are: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday prior to British Columbia Day, British Columbia Day, Friday prior to Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal or Provincial Government. In the event the Federal or Provincial Governments declare a new Statutory Holiday, representatives from BCBCBTU and CLRA shall meet when the holiday comes into effect to determine which non-Statutory Holiday currently provided for in the Collective Agreement shall be floated to the period between Christmas and New Year's. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double time rates.

Notwithstanding the foregoing, the Friday prior to Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed. Refer to Article 5.05(c) for Compressed Work Week.

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

4.04 Payment of Wages:

Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

- (a) 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 seven (7) calendar 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.
- (b) On projects where two (2) or more shifts are required, the second and third shifts shall be

paid every second Thursday.

- (c) 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.
- (d) If a pay office is not established at the project concerned then arrangements may be made with the Employee. These arrangements shall include suitable financial arrangements to enable them to reach their point of hire, and in the event that such arrangements include an advance in cash, this shall be deducted from their final pay cheque.
- (e) Where an Employee is not paid as per Article 4.04(g), such Employee shall be deemed to be still on the payroll of the Employer, and shall receive their usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.
- (f) The Employer will provide an itemized statement with each pay, showing the number of hours at straight time rates and at overtime rates, the wage and total deductions.

All wages are payable in Canadian dollars.

- (g) Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically via secure Internet/email. In the event the Employer is unable to pay all monies which are owing to an Employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- (h) If requested, the Employer shall provide a termination slip to the Employee upon termination, which shall state the reason for the Employee's termination, and whether or not they are eligible for rehire. A copy of the termination slip shall be supplied within three (3) calendar days upon request of the Union.
- (i) One (1) hour's notice of termination will be given to each Employee by the Employer or one (1) hour's pay 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.

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

- (a) Before members are dispatched to any Employer who is not signatory to an Operating Engineers' Agreement, such Employer may be required to deposit a bond suitable to the Union, up to twenty-five thousand dollars (\$25,000.00) 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 shall, by mutual consent of the Union and the Employer concerned, be terminated.
- (b) Where there have been instances of payroll failures by the Employer, or principals or directors, to meet payroll requirements, the Union shall have the right to:
 - (i) inspect the Employer's payroll; and/or
 - (ii) require the posting of a suitable bond; and/or
 - (iii) require that payment of wages and other payroll requirements be by cash or certified cheque.

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 Employers' authorized representative 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 Multiple Classifications:

Notwithstanding any/all contrary provisions of this Agreement, when an Employee works in multiple classifications and/or on multiple pieces of equipment during any one (1) shift such Employee shall be paid for actual hours worked within each classification and/or on each piece of equipment. The Parties agree that actual hours worked shall be calculated to the nearest full hour.

4.08 Change of Employee Classification:

If an Employee does not agree to accept work in a lower wage rate classification, such Employee shall accept a layoff, in writing, and the Employer shall process such layoff, on the basis of lack of work, effective the end of the Employee's shift.

ARTICLE 5: HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME

5.01 Regular Hours:

- (a) 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.

8:00 a.m. to 12:00 Noon.	4 hours
12:00 Noon to 12:30 p.m.	0 hours Meal
12:30 p.m. to 4:30 p.m.	<u>4 hours</u>
Total hours paid	8 hours

Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the Employee(s) and Employer. When all Employees on the crew are sent home on the same day, they shall be provided the same opportunity to work Saturday at straight time, although each Employee shall retain the right to decline such opportunity.

- (b) The start of the work week shall be Monday 8:00 a.m., except as provided below:

Flex Starting Time:

The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of IUOE members employed on such project.

The starting and stopping time of the Employees shall be from the designated lock-up at ground level or one (1) level either up or down from ground level.

When additional shifts are required, the hours of work shall be as outlined in Article 5.02.

(c) Adequate time will be allowed prior to quitting time for picking up tools.

5.02 Shifts:

The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

5.03 Shift Premium:

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all Apprentice/Trainee Employee classifications based on their percentage of the equivalent Journeyman rate. Second and subsequent meal breaks shall not be considered hours worked.

Afternoon Shift the premium shall be three dollars (\$3.00) per hour worked on any shift which commences between 10:00 am and 8:29 pm.

Night Shift the premium shall be three dollars (\$3.00) per hour worked on any shift which commences between 8:30 pm and 1:00 am.

5.04 Shift Rotation:

Where two (2) or more shifts are required, 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.

5.05 Compressed Work Week:

A compressed work week may be established by the Employer. The terms and conditions of such compressed work week shall be as follows and shall supersede any/all contrary provisions of the Agreement.

(a) Hours of Work:

- (i) Ten (10) straight time hours (8:00 a.m. to 6:30 p.m., inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (ii) Ten (10) straight time hours (6:30 p.m. to 5:00 a.m., inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (iii) Notwithstanding (i) and (ii), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

(b) Overtime:

- (i) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.
- (ii) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable minimum straight time hourly wage rate.

Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See LOU re: Saturday Overtime Rates attached to this Agreement.

- (iii) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and General Holidays, shall be payable at two (2) times the otherwise applicable minimum straight time hourly wage rate. Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See LOU re: Saturday Overtime Rates attached to this Agreement.

(c) General Holidays:

All General Holidays which occur during a compressed (or alternate) work week shall be observed on the actual day of the General Holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a General Holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular workday in lieu of the General Holiday. All General Holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

5.06 Underground Shifts:

- (a) Refer to Article 8.12 for Special Conditions which apply to Underground work. In particular, Employers are reminded that Underground shifts are payable "portal to portal" (i.e. both rest breaks and meal breaks are considered time worked).
- (b) A ten percent (10%) premium shall be paid for working underground. If an Employee works any part of a half-shift underground, they shall be paid for that half-shift at ten percent (10%) higher rate. The lunch break will be the end of the first half-shift.

5.07 All work done outside of the hours mentioned in Articles 5.01, 5.02, 5.03, 5.05 and 5.06 above shall be considered overtime, except when working hours are changed to obey fire prevention regulations made under the "Forest Act".

5.08 Call Out Time:

Where an Employee is called out for work, and no work is performed, they shall be paid four (4) hours except in the case of inclement weather, then they shall be paid only two (2) hours:

- (a) on regular shifts at straight time;
- (b) on Saturdays, Sundays and General Holidays at the prevailing overtime rates;
- (c) where an Employee is called out for work at any time, and work is performed, they shall be paid a minimum of:
 - (i) on regular shifts four (4) hours at straight time;
 - (ii) on overtime days, four (4) hours at the prevailing overtime rates;
 - (iii) after the regular shift, Employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rates;

provided however, that the Employee has reported to the jobsite in person, in a competent condition to carry out their duties, and providing adequate notice has not been given not to

report to work.

Adequate notice shall be construed as follows:

Employees accommodated in camp shall be given one (1) hour's notice prior to starting time. Employees accommodated other than in camp shall receive a minimum of two (2) hours' notice prior to starting time by telephone or pre-arranged radio broadcast or some other mutually acceptable means.

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

The Employer shall only be required to pay an Employee covered by this Agreement in accordance with the following. Such payment shall be processed at the otherwise prevailing straight time or overtime rate.

- Worked in excess of 4 hours but less than 6 hours: pay for 6 hours *
- Worked in excess of 6 hours: pay for 8 hours *
- Work suspended due to inclement weather: pay for actual hours worked

* In order to qualify for such payment the Employee must be available for work and in a competent condition to carry out their duties.

If the Employee works more than four (4) hours on a Saturday, Sunday, or General Holiday, they shall receive a minimum of eight (8) hours' pay at the prevailing overtime rates.

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

ARTICLE 6: OVERTIME

6.01 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 applicable overtime rates.

The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All other overtime hours, including all hours worked on Sundays and General Holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate. Saturday overtime has been sunset for the term of this Agreement at one and one-half (1½) times for the first ten (10) hours. See LOU re: Saturday Overtime Rates attached to this Agreement.

Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the Employee(s) and Employer. Refer to Article 5.01 (a) for details.

6.02 Overtime worked shall be computed daily in units of not less than fifteen (15) minutes. For the purposes of calculation, any portion of fifteen (15) minutes worked shall be considered as fifteen (15) minutes.

ARTICLE 7: TRANSPORTATION

7.01 (a) The terms of daily travel, initial and terminal travel, and periodic leave/turnaround which shall

apply to a non local resident employee on an out-of-town project shall be established on a project by project basis. Initial and terminal travel distance shall be calculated from the Employee's residence to the project via the most direct route.

- (b) Such terms shall be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel.
- (c) Employers are advised that if such mutual agreement, in writing, cannot be provided to the Union within one (1) week of request, the industrial standards, pursuant to the IUOE Local 115 Heavy Construction Standard Industrial Agreement, for daily travel and initial and terminal travel shall apply.

- 7.02 (a)** When an Employee is required to provide mechanic's tools, all cost of transporting such tools to and from the job shall be borne by the Employer.

The Employer shall reimburse the Employee subject to presentation of receipts.

Where such Employee transports their mechanic's tools in their own personal vehicle and there are no receipts, the following shall apply:

- 0 to 500 km = one and one-half (1½) hours of straight time pay.
- Over 500 km = three (3) hours of straight time pay.

This applies to hiring and termination only.

- (b) When a mechanic leaves the employ of the Employer, tools shall be shipped within thirty-six (36) hours, (excluding weekends and General Holidays).

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

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

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

- 7.04** When Employees are dispatched to jobs before jobs are ready, they will be paid waiting time at the regular rate until the job starts, or have their return transportation paid.

- 7.05** When an indentured apprentice is required to fulfill the annual schooling portion of the Apprenticeship Program they shall receive fare as per Article 7 - Transportation.

7.06 Local Transportation:

No daily travel allowance shall be payable to any local resident Employee on any project located inside the Lower Mainland/Fraser Valley. A daily travel allowance, pursuant to the following schedule, shall be paid to any local resident Employee who uses their own vehicle to travel daily from their residence to a project located outside of the Lower Mainland/Fraser Valley. A local resident shall be defined as any Employee who resides within one hundred (100) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.

- First forty (40) road kilometres, each way, each day not applicable
- All additional road kilometres, each way, each day:
 - 2019 Fifty-eight cents (\$0.58) per road kilometre
 - All other years As per CRA

The "per road kilometre" amount payable is subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by CRA shall be paid.

ARTICLE 8: WORKING CONDITIONS

8.01 Rest Breaks and Meal Breaks:

- (a) A one-half (½) hour unpaid meal break shall be at mid-shift.
- (b) Two (2) breaks of ten (10) minutes each shall be taken in a work shift at a location determined by mutual agreement between the Employer and the Union. Time of the first break shall be at one-quarter (¼) of the work shift; the second break shall be at three-quarters (¾) of the work shift or as near these periods as possible.
- (c) On scheduled shifts of ten (10) hours, the Employee will be given one (1) fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one (1) fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the timing of either rest break on one (1) or more days.
- (d) 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 reasonable time of not less than fifteen (15) minutes, nor more than one-half (½) hour to consume their lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.
- (e) Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the beginning of ten (10) hours, to be paid at straight time rates.

(f) Provision of Meals on Overtime:

When Employees are required to work extended daily hours in excess of ten (10) hours, the Employer shall be required to provide a hot meal at no cost to the Employees, for those involved. If an Employer is unable to provide a hot meal as required on a shift in excess of ten (10) hours, the Employee shall be paid seventeen dollars (\$17.00), or the amount specified by CRA as reasonable for an overtime meal allowance, in lieu thereof. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (½) hour (payable at straight time) and this break shall occur not more than six (6) hours after the last meal time.

Should an Employee be requested to continue work, then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

- (g) It is agreed that no Employee shall be deprived of an overtime meal by reason of working overtime, where the Employer is providing room and board.

8.02 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 them 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.

- 8.03** 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.
- 8.04** Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months.
- 8.05** 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.
- 8.06** In case of fire or burglary the Employer shall protect the value of an Employee's work clothes up to a total of three hundred and fifty dollars (\$350.00), required tools up to the total value of the tools, (tool for tool, make for make) providing an inventory of tools and clothing is filed with the Employer. When commencing employment, the Employee shall submit to the Superintendent or their representative an inventory of the tools and work clothes brought on the job. Coverage will commence at the date of the filing of the inventory with the Employer. The Employee shall ensure that the inventory is current.
- 8.07** The Employer shall pay all costs of obtaining operators' licences required under the *Motor Vehicle Act* for Employees covered by this Agreement.
- 8.08** No Employee will be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.
- 8.09** Employees requiring off-site medical attention which necessitates no return to work on that day, or where a qualified Occupational First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift.
- 8.10** All mechanics, welders, servicepeople, tire servicepeople, drill doctors, steel sharpeners, bodypeople painters, and mechanic and welder apprentices who request coveralls shall have these supplied and cleaned by the Employer. Employees are expected to take reasonable care of coveralls supplied. The cost of the coveralls shall be borne by the Employer.

When requested, coveralls shall be supplied to Operating Engineers on a temporary basis when they are directed to assist those worker classifications in this Article.

- 8.11** All shops shall provide adequate wash up facilities.

8.12 Special Conditions – Underground Work:

- (a) A minimum of ten (10) minutes' smoke time will be determined by the conditions which exist at the particular time of blasting - weather, wind, ventilation, etc. After blasting operations, work will be resumed at the discretion of the Shift Boss. Any grievance arising from smoke clearing time will be referred to a Grievance Committee equally representative of labour and management. If necessary, consultation will be held with the person or committee responsible for safety.
- (b) Rubber boots, rubber clothing and rubber gloves will be issued by the Employer on a charge-out basis, and the cost of same will be deducted from the Employee's wages. When returned to the Employer's stores in reasonable condition on termination, the Employee will be refunded the amount of the original deduction.
- (c) When replacement of rubber clothing, rubber boots and rubber gloves are required due to

excessive wear or accident, the Employer will supply same to Employees at no additional cost.

- (d) Safety headgear and suspensions will be issued to the Employee, the cost of which will be deducted from the Employee's first full pay cheque. If and when the hard hat is turned in, the cost of the hat will be refunded.
- (e) On underground operations, lunch will be eaten on the Employer's time.
- (f) Heated dry rooms complete with shower will be provided as close to the portal as possible.
- (g) All shifts shall consist of eight (8) hours portal to portal. Shift premiums shall apply pursuant to Article 5.03.
- (h) It is agreed that where more than one (1) shift is employed, they shall be rotated at intervals of at least every two (2) weeks, and not more than once a week.
- (i) Where camps are maintained on tunnels, shafts and raise work, the Employer agrees to supply hot soup at the lunch break.
- (j) The Employer agrees that it will not be considered a violation of working conditions for Employees to drink coffee no more than twice in a working shift at their own station. The Employer will supply sufficient coffee at the lunch break to allow a worker to fill their thermos at the lunch break, as well as receive lunch period coffee.

8.13 A telephone(s) shall be made available to all Employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No Employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

8.14 No employee shall be required to install any app on their personal phone as a condition of employment.

ARTICLE 9: UNION SHOP

9.01 Subject to the provisions of this Article, all Employees of the Employer engaged in and/or working at those classifications set out in Schedules "A1" and "A2" attached hereto shall be or shall become members in good standing of the Union.

9.02 Name Requests:

- (a) There shall be no restrictions/limitations on the Employer's right to hire via name request, and the Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work. Notwithstanding the foregoing, if such right is exercised, the Employer shall provide the Union with a letter or email outlining the reason(s) an individual was not suitable, upon receiving a written request from the Union to do so.
- (b) The Union shall process an Employer's "name request" hiring of a Union member provided the Union is first notified of the Employer's intention to name request such member and provided the member is "booked in" as available for work with the Union. Any Employee who subsequently quits working for an Employer after having been name requested by such Employer shall not be eligible to be re-employed on the same project. In order to qualify for a name request, a Union member must attend the nearest Union dispatch office prior to commencing work in order to receive a clearance upon dispatch.

9.03 Hiring:

Notwithstanding any/all contrary application and/or interpretation of this Agreement, after there are two (2) operating engineers cleared through the dispatch system to a specific commercial/institutional project, the Employer may exercise the option to obtain employees elsewhere, it being understood that employees so hired shall meet the Union qualifications and shall possess the skills, ability and expertise to perform the available work.

- (a) When Employees, including Forepersons, are required, only Union members having confirmation of dispatch from the Union shall be hired. Confirmation of dispatch to the member shall require either a clearance slip or a message from the Union.
- (b) 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 WorkSafeBC provisions and in the event of an accident and a claim by the Employee or the said Employees is denied by WorkSafeBC, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by WorkSafeBC.

- (c) Owner-Operators shall be hired in accordance with Article 3.04 of this Agreement.

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.

- (d) Apprentices and trainees as required shall be hired through and in accordance with the IUOETA as outlined in Article 18 of this Agreement.
- (e) 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 tradesperson's qualifications.

- (f) 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 employee not yet a member of the Union.

- (g) When an Employee suffers a compensable injury, they shall be entitled to re-employment with the same Employer when they receive a clearance to return to work from their doctor or WorkSafeBC, providing the project is still in operation and there is work in their classification.
- (h) There shall be no restrictions/limitations on the Employer's right to transfer Employees from one (1) project to another throughout the province. When a non local resident Employees is transferred between two (2) out-of-town projects, the rate per road kilometre will be as follows:

- 2019 Fifty-eight cents (\$0.58) per road Kilometre
- All other years As per CRA

This shall be paid to the non local resident Employee from their residence to the first project as an initial travel allowance, and from the first project to the second project, one (1) way, and from the second project back to their residence as a terminal travel allowance.

The "per road kilometre" amount payable is subject to annual adjustments throughout the duration of the Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by CRA shall be paid.

- 9.04** Should an Employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge them forthwith.

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

- 9.05** The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-Union workers or workers whose organization is not affiliated with the Building Trades Council shall not be deemed a breach of this Agreement.

Articles 9.05(a) and (b) shall supercede any/all contrary application of this Agreement.

- (a)** The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.
- (b)** Where an Employer performs work on such a project site, regardless of whether the Employer is a subcontractor or merely working on the same site, the Union shall not exercise its non-affiliation clause or refuse to work on such project.

- 9.06** 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.

- 9.07** It is agreed that the Parties to this specific Agreement including CLR, its member contractors and the specific Employer of this Agreement shall co-operate in the support in every way the institution at the initiative of the Union, of multi-employer certification in accordance with the Labour Relations Code of British Columbia.

It is further agreed that such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July, 1980) status quo between trades.

ARTICLE 10: JOB STEWARDS

- 10.01** Job Stewards shall be recognized on all jobs and shall not be discriminated against. All Job Stewards shall be appointed by the Business Representative of the Union, and the Employer shall be notified in writing. The Job Superintendent or Foreperson shall be notified by the Union of the name or names of such Job Stewards, and in the event of a 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 their duties.
- 10.02** Where projects are interrupted, Job Stewards will not be discriminated against on the resumption of work on the project.
- 10.03** 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.

- 10.04** Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, Superintendent or Foreperson; however, in no way will they interfere with the Employees during working hours unless permission is granted.
- 10.05** The Employer agrees to supply the Union, once a month, with a list of all Employees and Sub-Contractors on the request of the Business Representative.
- 10.06** The Employer shall allow time off work without pay for any Employee 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 their job, or be discriminated against for so acting.

ARTICLE 11: ROOM AND BOARD

When a non local resident employee is employed on an out-of-town project, the Employer shall supply an "employer supplied room plus daily meal allowance" or, with the mutual agreement of such employee, shall pay a daily "living out allowance" in lieu thereof.

Such terms shall be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of work.

Employers are advised that if such mutual agreement, in writing, cannot be provided to the Union within one (1) week of request, the industrial standards, pursuant to the IUOE Local 115 Heavy Construction Standard Industrial Agreement, for room and board shall apply.

A local resident is someone who has resided at a permanent address for a period of forty-five (45) calendar days in any city, town, village or district where the work is being performed.

ARTICLE 12: ACCIDENT PREVENTION

- 12.01** 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 they fail to work under unsafe conditions as set out in the regulations. Any refusal of an Employee to abide by known WorkSafeBC regulations or posted Employer safety regulations, after being duly warned, will be sufficient cause for dismissal.
- 12.02** Any Employee may refuse to work where in their 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 their opinion, there is any reasonable doubt as to the safety of the unit, or if they feel it is improperly loaded. The Employee may not be ordered to operate said vehicle or equipment until they have been satisfied any defects have been corrected.
- 12.03** The Employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear. The Employer shall provide, at no cost to the Employee, safety headgear and all other items of personal protective equipment required pursuant to WorkSafeBC regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an Employee's pay cheque if such equipment is not returned. Any refusal by an Employee to abide by known WorkSafeBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.

- 12.04** The Head Job Steward, or where there is a Safety Committee, a Union Representative of this Committee, shall accompany the WorkSafeBC Inspector on all project inspections.
- 12.05** Copies of the minutes of Safety Meetings shall be forwarded promptly each month to the Union Office.
- 12.06** The Employer shall notify the Union and shall endeavour to notify the Employee's family in the event of a fatality.

ARTICLE 13: JURISDICTIONAL ASSIGNMENT PLAN (JAPLAN)

The Employer shall contribute one cent (\$0.01) per hour worked to the Jurisdictional Assignment Plan Fund (JAPlan) in the manner set forth in Article 24. The JAPlan, as agreed to between the BCBT and CLR, shall be binding upon the Parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

The contributions to the JAPlan have been suspended by the trustees of the plan effective May 1, 2018 until further notice.

ARTICLE 14: 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:

- 14.01** The Job Steward or Business Representative of the Union shall first discuss the difference with the Foreperson, Superintendent, or the Employer, in that order, in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved Party must submit the matter complained of, in writing to the other Party within thirty (30) days of its occurrence, excepting that in the matter of discharge, such grievance 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 where there has been a failure to pay fully amounts due to funds specified in this Agreement, or to remit deductions from Employees as provided for in this Agreement. It is intended that the failure of the Employer to make the requisite contributions to be made on behalf of the Employees as provided elsewhere in this Agreement, may be claimed by the 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 this sub-contract.

- 14.02** In the event a grievance involving a question of discharge is not resolved within seven (7) calendar days and a grievance involving other matters is not resolved within twenty (20) calendar days, it may be referred to Arbitration. The Parties agree that a single Arbitrator who is acceptable to both Parties shall be used. The decision of the Arbitrator shall be final and binding. The Parties agree all expenses incurred by the Arbitrator shall be paid equally by the Parties. Each Party shall pay its

own cost of the Arbitration.

14.03 Time Limits:

The specified time limits 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 caused 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: DUES

16.01 Dues Checkoff:

The Employer will honour an Employee's written assignment of wages to the Union. The Employer will deduct any assigned amounts from the Employee's wages and pay the same to the Secretary of the Union by the fifteenth (15th) day of the month following such deductions.

16.02 Working Dues Checkoff:

- (a) The hourly working dues shall be calculated at two percent (2.0%) of the Group 2 hourly wage rate, plus thirteen cents (\$0.13) (effective June 17, 2019 seventeen cents (\$0.17)) per hour worked, and shall be deducted for each hour that wages are payable and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made (this amount to be calculated to the nearest penny). The thirteen cents (\$0.13) (effective June 17, 2019 seventeen cents (\$0.17)) per hour worked shall consist of ten cents (\$0.10) per hour worked for the BCBT Fund, plus two cents (\$0.02) per hour worked for the Coalition of BC Building Trades Fund, plus one cent (\$0.01) per hour worked for the Canadian Building Trades Fund (effective June 17, 2019 plus four cents (\$0.04) for the Construction Industry Rehabilitation Plan)..
- (b) Refer to Schedule "C": Employer Contributions and Employee Deductions for amounts and effective dates.

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

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

ARTICLE 17: BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS (BCBCBTU) FUNDING

The Employer shall make contributions to the BCBCBTU of five cents (\$0.05) per hour worked. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

ARTICLE 18: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115 TRAINING ASSOCIATION (IUOETA)

The Employer shall make contributions at the rate of sixty-seven cents (\$0.67) (effective May 1, 2020

seventy cents (\$0.70), effective May 1, 2021 seventy-five cents (\$0.75)) per hour worked by each Employee covered by this Agreement to the IUOETA.

The IUOETA shall provide workers with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of construction and allied equipment and to provide for tradesperson's qualification test.

The IUOETA will be administered by the IUOETA Joint Board.

All Operating Engineer Apprentices shall be hired through the IUOETA.

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

The Employer shall notify the Administrator of the IUOETA Joint Board before it discharges an Apprentice or Trainee in any trade classification.

ARTICLE 19: TOOL ALLOWANCE FUND

The Employer shall make contributions at the rate of six cents (\$0.06) per hour worked for each Employee covered by this Agreement to the Tool Allowance Fund.

Prior to June 17, 2019 the Tool Allowance Fund was an employee deduction.

ARTICLE 20: CONSTRUCTION INDUSTRY REHABILITATION FUND

The Employer shall make contributions at the rate of two cents (\$0.02) (effective June 17, 2019 four cents (\$0.04)) per hour worked for each Employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

ARTICLE 21: OE ADVANCEMENT FUND

The Employer shall contribute the sum of seventeen cents (\$0.17) per hour worked for each Employee covered by this Agreement to the OE Advancement Fund.

Prior to June 17, 2019 the OE Advancement Fund was an employee deduction.

ARTICLE 22: CLR CONTRACT ADMINISTRATION FUND

The Employer shall contribute thirteen cents (\$0.13) per hour worked to the CLR Contract Administration Fund. CLR may alter this amount by providing sixty (60) calendar days' written notice to the Union.

The Union shall forward all monies received in accordance with the standard remittance form utilized by the Union to CLR. Such payments shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

Any cost incurred with respect to having to change the standard remittance form utilized by the Union as a direct result of a change in the contribution amount required pursuant to Article 22 shall be borne by CLR.

The Union shall not have any responsibility for delinquent monies from individual Employers.

ARTICLE 23: CONSTRUCTION INDUSTRY OF BC SUBSTANCE ABUSE TESTING AND TREATMENT PROGRAM (D&A POLICY)

The D&A Policy, as agreed to between the BCBCBTU and CLR shall be binding upon the Parties.

The Employer shall contribute one cent (\$0.01) per hour worked to the D&A Policy.

ARTICLE 24: SAVINGS ARTICLE

24.01 If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

24.02 In the event that any Article or section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 25: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

25.01 The contributions and deductions referred to in Articles 3, 4, 13, 16, 17, 18, 19, 20, 21, 22, 23 and Schedule "C", shall be remitted monthly by cheque together with a form supplied to the Employers by the Union to the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan shall remit monthly all such monies received to the IUOETA, the BCBCBTU Fund, the BCBT Fund, the Tool Allowance Fund, the JAPlan Fund, the Construction Industry Rehabilitation Fund, the OE Advancement Fund, the Contract Administration Fund, the D&A Policy, and the Union. 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.

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

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

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

- (c) Should the matter not be resolved at the above-mentioned meeting the Union may demand payment of wages and contributions at the end of each day or at the end of each week, or upon twenty-four (24) hours' notice to the Employer, withdraw its members from the Employer without contravening the terms of this Agreement.

ARTICLE 26: COMPETITIVE CONSIDERATION ARTICLE

The Union and CLR members may jointly agree to terms and conditions other than those contained in this Agreement in an effort to assure that certain projects or types of construction in designated areas, or for specific time periods, are maintained for the Unionized sector.

The Parties agree that there will be no reduction or elimination of any joint industry funds negotiated between BCBCBTU and CLR without prior written consent of the Parties.

The Union agrees to utilize the provisions of this Article, where practical, when signatory Employers are bidding against non signatory employers.

ARTICLE 27: TRAINEES/APPRENTICES

The Parties agree that there is a need to ensure qualified Operators are available. To that end, a joint committee of management and the Union shall be formed to initiate discussions on the process of utilizing Trainees and Apprentices in order to achieve the objective. Such discussion shall include the ratio of Trainees to Journeypersons, rates of pay and other pertinent issues.

ARTICLE 28: HARASSMENT

Employees shall have the right to work in an environment free from harassment. In addition, discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

ARTICLE 29: LEAVES

29.01 Military Leave

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with Provincial and Federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

29.02 Pregnancy and Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

ARTICLE 30: DISTRIBUTION OF MONETARY PACKAGE

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the Parties. Such mutual agreement shall not be unreasonably withheld.

ARTICLE 31: INDUSTRY BENEFIT FUND

The Parties agree to participate in a joint CLR and BCBCBTU affiliate review of the potential benefits of establishing a multi-trade Industry Benefit Fund and to implement such a fund if the Parties mutually agree on the benefits and outcomes of establishing such a Plan and Fund.

SIGNATURE OF PARTIES

Dated this 10 day of ~~November~~ ^{DECEMBER}, 2019.

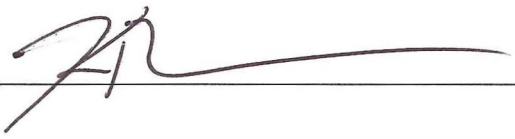
Dated this 29 day of November, 2019.

Signed on behalf of:
Construction Labour Relations
Association of BC

Signed on behalf of:
International Union of Operating Engineers,
Local 115














**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A1”

GROUP 1

Schedule “A1” shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 1	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	35.28	36.75	37.02	37.27	37.57
Vacation and General Holiday Pay (8%)	2.82	2.94	2.96	2.98	3.01
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	47.83	49.67	49.99	50.31	50.64

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Track Excavator (7 yards and up to 10 yards)
- Shovels, all attachments (10 yards and up to 15 yards) (Apprentice/Trainee required)
- Front End Loaders and Scoop Trams, all types (10 yards and up to 15 yards)
- Heavy Duty Mechanics, Welders, Mechanic Electrician, Bodyperson Painters

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A1”

GROUP 2

Schedule “A1” shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 2	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	34.93	36.40	36.67	36.92	37.22
Vacation and General Holiday Pay (8%)	2.79	2.91	2.93	2.95	2.98
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	47.45	49.29	49.61	49.93	50.26

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Track Excavator (5 yards and up to 7 yards)
- Shovels, all attachments (7 yards and up to 10 yards) (Apprentice/Trainee required)
- Front End Loaders and Scoop Trams, all types (7 yards and up to 10 yards)
- Aerial Cableways
- Whirley Type Gantry Cranes
- Operator required to operate with boom length over 130 ft. shall have their regular hourly rate increased by fifty cents (\$0.50) per hour.
- Concrete Mixing Batch Plants (up to 250 cubic yards per hour) (Apprentice/Trainee required)

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A1”

GROUP 3

Schedule “A1” shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 3	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	34.19	35.66	35.93	36.18	36.48
Vacation and General Holiday Pay (8%)	2.74	2.85	2.87	2.89	2.92
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	46.66	48.49	48.81	49.13	49.46

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Track Excavator (3 yards and up to 5 yards)
- Shovels, all attachments (up to 7 yards) (Apprentice/Trainee required)
- Drill Doctors and Steel Sharpeners
- Refrigeration Mechanics
- Overhead and Front End Loaders, all types (5 yards and up to 7 yards)
- Scoop Trams and similar equipment (under 7 yards)
- Crawler Tractor - D10

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A1”

GROUP 4

Schedule “A1” shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 4	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	33.95	35.42	35.69	35.94	36.24
Vacation and General Holiday Pay (8%)	2.72	2.83	2.86	2.88	2.90
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	46.40	48.23	48.56	48.88	49.20

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Overhead Cranes
- Gantry Cranes
- Travel Lift Drott 1000
- Tireperson - (vulcanizing experience)
- No Joint Concrete Casting Machines and similar types
- Mixer Mobiles (Mixer and Hoist Combination)
- Concrete Pumps with boom attachment (42 metres in length and over)

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A1”

GROUP 5

Schedule “A1” shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 5	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	33.62	35.09	35.36	35.61	35.91
Vacation and General Holiday Pay (8%)	2.69	2.81	2.83	2.85	2.87
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	46.04	47.88	48.20	48.52	48.84

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Ross Carrier
- Gradalls
- Crawler Tractors in Tandem (one operator)
- Rubber Tire Scrapers, all types and sizes when used in tandem (one operator)
- Rubber Tired Scrapers, all types (30 yards and over)
- Track Excavator (under 3 yards)
- Concrete Hopper Rail Car
- Mobile Concrete Pump with Boom Attachment (under 42 metres in length)
- Derricks
- Overhead and Front End Loaders, all types (up to 5 yards)
- Crawler Tractors D5, 6, 7, 8, 9 types
- Graders and Motor Patrols
- Rigger (Duties of the rigger are to include rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery)

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A1”

GROUP 6

Schedule “A1” shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 6	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	33.15	34.62	34.89	35.14	35.44
Vacation and General Holiday Pay (8%)	2.65	2.77	2.79	2.81	2.84
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	45.53	47.37	47.69	48.01	48.34

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Dozer Compactor
- Trenching Machines (Apprentice/Trainee required)
- Rubber Tired Scrapers (under 30 yards)
- Curbing Machine
- Concrete Spreaders or Finishing Machine Operators (all types and sizes)
- Drills - Quarry Master, Reich, Bucyrus Erie, Benoto and similar types
- Mechanical Excavator (Mole)
- Screening and Washing Plants (75 yards per hour and over) (Apprentice/Trainee required)
- Mucking Machines (Conway 101 types)
- Drills - Exploration (Cable, Core, Rotary, Churn and similar)
- Stationary Engineer (Chief)
- Hydraulic Backhoes (Tractor Mounted) (½ yard rated capacity and over)
- Mechanical Tamping Machines, all types
- Crusher Operator (Apprentice/Trainee required)
- Jumbo Form Setter (power driven)
- Air Tugger
- Placo Operator
- Ditch Witch
- 4, 3, 2, 1 Drum Hoists
- Construction Material and Person Hoist

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A1”

GROUP 7

Schedule “A1” shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 7	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	32.72	34.19	34.46	34.71	35.01
Vacation and General Holiday Pay (8%)	2.62	2.74	2.76	2.78	2.80
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	45.07	46.91	47.23	47.55	47.87

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Tree Farmer and similar type skidders
- Concrete Paving Machines (Jaeger and Koehring and similar types)
- Service Truck Operator
- Cement Hogs
- Heavy Duty Greaser and Serviceperson
- Fuller Kenyon
- Mucking Machines (Eimco over Model 40)
- Conveyor Belt and Conveyor Type Loaders (Barber Greene, Kolman and similar types)
- Tire Serviceperson
- Hydraulic Slip Form Operator
- Locomotives (Diesel, Gas, Steam, Electric)
- Crawler Tractors D2, D3 and D4 types
- Compressors (1000 cubic feet and over)
- Hydra Hammers
- Pumps (6" and over)
- Compactors - self propelled (other than on Asphalt Paving) (15 tons and over)
- Stationary Engineers (Shift)
- Crusher Topperson
- Concrete Mixer (1 yard and over)
- Hydraulic Backhoe (Tractor Mounted) (under ½ yard rating)
- Screening and Washing Plants (portable types) (Apprentice/Trainee required)
- Hiab and A-Frame Trucks and similar folding boom types
- Line Concrete Pumps
- Stinger and similar flat deck boom crane

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A1”

GROUP 8

Schedule “A1” shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 8	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	28.80	30.27	30.54	30.79	31.09
Vacation and General Holiday Pay (8%)	2.30	2.42	2.44	2.46	2.49
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	40.83	42.67	42.99	43.31	43.64

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Forklifts, Bullmoose, Hysters, similar type equipment
- Elevator Operator
- Skid Steer Loaders - Bobcat and similar type (under 1 yards)
- Mechanic Electrician Helper
- Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 h.p. and under)
- Oiler
- Padperson
- Fireperson
- Mechanic's Helper
- Compressor under 1,000 cubic feet
- Compactors - self propelled (other than on Asphalt Paving) (under 15 tons)
- Pumps (under 6")
- Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment
- Assistant Driller
- Telehandler

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A2”

GROUP 1

Schedule “A2” shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 1	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	34.28	35.75	36.02	36.27	36.57
Vacation and General Holiday Pay (8%)	2.74	2.86	2.88	2.90	2.93
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	46.75	48.59	48.91	49.23	49.56

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Track Excavator (7 yards and up to 10 yards)
- Shovels, all attachments (10 yards and up to 15 yards) (Apprentice/Trainee required)
- Front End Loaders and Scoop Trams, all types (10 yards and up to 15 yards)
- Heavy Duty Mechanics, Welders, Mechanic Electrician, Bodyperson Painters

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A2”

GROUP 2

Schedule “A2” shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 2	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	33.93	35.40	35.67	35.92	36.22
Vacation and General Holiday Pay (8%)	2.71	2.83	2.85	2.87	2.90
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	46.37	48.21	48.53	48.85	49.18

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Track Excavator (5 yards and up to 7 yards)
- Shovels, all attachments (7 yards and up to 10 yards) (Apprentice/Trainee required)
- Front End Loaders and Scoop Trams, all types (7 yards and up to 10 yards)
- Aerial Cableways
- Whirley Type Gantry Cranes
- Operator required to operate with boom length over 130 ft. shall have their regular hourly rate increased by fifty cents (\$0.50) per hour.
- Concrete Mixing Batch Plants (up to 250 cubic yards per hour) (Apprentice/Trainee required)

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A2”

GROUP 3

Schedule “A2” shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 3	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	33.19	34.66	34.93	35.18	35.48
Vacation and General Holiday Pay (8%)	2.66	2.77	2.79	2.81	2.84
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	45.58	47.41	47.73	48.05	48.38

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Track Excavator (3 yards and up to 5 yards)
- Shovels, all attachments (up to 7 yards) (Apprentice/Trainee required)
- Drill Doctors and Steel Sharpeners
- Refrigeration Mechanics
- Overhead and Front End Loaders, all types (5 yards and up to 7 yards)
- Scoop Trams and similar equipment (under 7 yards)
- Crawler Tractor - D10

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A2”

GROUP 4

Schedule “A2” shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 4	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	32.95	34.42	34.69	34.94	35.24
Vacation and General Holiday Pay (8%)	2.64	2.75	2.78	2.80	2.82
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUEETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	45.32	47.15	47.48	47.80	48.12

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Overhead Cranes
- Gantry Cranes
- Travel Lift Drott 1000
- Tireperson - (vulcanizing experience)
- No Joint Concrete Casting Machines and similar types
- Mixer Mobiles (Mixer and Hoist Combination)
- Concrete Pumps with boom attachment (42 metres in length and over)

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A2”

GROUP 5

Schedule “A2” shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 5	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	32.62	34.09	34.36	34.61	34.91
Vacation and General Holiday Pay (8%)	2.61	2.73	2.75	2.77	2.79
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	44.96	46.80	47.12	47.44	47.76

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Ross Carrier
- Gradalls
- Crawler Tractors in Tandem (one operator)
- Rubber Tire Scrapers, all types and sizes when used in tandem (one operator)
- Rubber Tired Scrapers, all types (30 yards and over)
- Track Excavator (under 3 yards)
- Concrete Hopper Rail Car
- Mobile Concrete Pump with Boom Attachment (under 42 metres in length)
- Derricks
- Overhead and Front End Loaders, all types (up to 5 yards)
- Crawler Tractors D5, 6, 7, 8, 9 types
- Graders and Motor Patrols
- Rigger (Duties of the rigger are to include rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery)

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A2”

GROUP 6

Schedule “A2” shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 6	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	32.15	33.62	33.89	34.14	34.44
Vacation and General Holiday Pay (8%)	2.57	2.69	2.71	2.73	2.76
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	44.45	46.29	46.61	46.93	47.26

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Dozer Compactor
- Trenching Machines (Apprentice/Trainee required)
- Rubber Tired Scrapers (under 30 yards)
- Curbing Machine
- Concrete Spreaders or Finishing Machine Operators (all types and sizes)
- Drills - Quarry Master, Reich, Bucyrus Erie, Benoto and similar types
- Mechanical Excavator (Mole)
- Screening and Washing Plants (75 yards per hour and over) (Apprentice/Trainee required)
- Mucking Machines (Conway 101 types)
- Drills - Exploration (Cable, Core, Rotary, Churn and similar)
- Stationary Engineer (Chief)
- Hydraulic Backhoes (Tractor Mounted) (½ yard rated capacity and over)
- Mechanical Tamping Machines, all types
- Crusher Operator (Apprentice/Trainee required)
- Jumbo Form Setter (power driven)
- Air Tugger
- Placo Operator
- Ditch Witch
- 4, 3, 2, 1 Drum Hoists
- Construction Material and Person Hoist

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A2”

GROUP 7

Schedule “A2” shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 7	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	31.72	33.19	33.46	33.71	34.01
Vacation and General Holiday Pay (8%)	2.54	2.66	2.68	2.70	2.72
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	43.99	45.83	46.15	46.47	46.79

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Tree Farmer and similar type skidders
- Concrete Paving Machines (Jaeger and Koehring and similar types)
- Service Truck Operator
- Cement Hogs
- Heavy Duty Greaser and Serviceperson
- Fuller Kenyon
- Mucking Machines (Eimco over Model 40)
- Conveyor Belt and Conveyor Type Loaders (Barber Greene, Kolman and similar types)
- Tire Serviceperson
- Hydraulic Slip Form Operator
- Locomotives (Diesel, Gas, Steam, Electric)
- Crawler Tractors D2, D3 and D4 types
- Compressors (1000 cubic feet and over)
- Hydra Hammers
- Pumps (6" and over)
- Compactors - self propelled (other than on Asphalt Paving) (15 tons and over)
- Stationary Engineers (Shift)
- Crusher Topperson
- Concrete Mixer (1 yard and over)
- Hydraulic Backhoe (Tractor Mounted) (under ½ yard rating)
- Screening and Washing Plants (portable types) (Apprentice/Trainee required)
- Hiab and A-Frame Trucks and similar folding boom types
- Line Concrete Pumps
- Stinger and similar flat deck boom crane

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY**

SCHEDULE “A2”

GROUP 8

Schedule “A2” shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 8	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Minimum Straight time Hourly Wage Rate	27.80	29.27	29.54	29.79	30.09
Vacation and General Holiday Pay (8%)	2.22	2.34	2.36	2.38	2.41
Employer Contributions:					
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Package	39.75	41.59	41.91	42.23	42.56

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

- Forklifts, Bullmoose, Hysters, similar type equipment
- Elevator Operator
- Skid Steer Loaders - Bobcat and similar type (under 1 yards)
- Mechanic Electrician Helper
- Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 h.p. and under)
- Oiler
- Padperson
- Fireperson
- Mechanic's Helper
- Compressor under 1,000 cubic feet
- Compactors - self propelled (other than on Asphalt Paving) (under 15 tons)
- Pumps (under 6")
- Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment
- Assistant Driller
- Telehandler

**RATES OF PAY (CRANES)
PROVINCE WIDE**
**SCHEDULE "B"
CONVENTIONAL AND HYDRAULICS CRANES**

Schedule "B" shall apply to all commercial and/or institutional projects province wide.

CRANE OPERATORS	April 1, 2019 (Expiry)			June 17, 2019			May 1, 2020			May 1, 2021			May 1, 2022		
	Wage Rate	Holiday Pay (12%)	Total	Wage Rate	Holiday Pay (12%)	Total	Wage Rate	Holiday Pay (12%)	Total	Wage Rate	Holiday Pay (12%)	Total	Wage Rate	Holiday Pay (12%)	Total

Group #1 – Crane Operator Rates – Conventional

Under 20 Ton	43.12	5.17	48.29	43.87	5.26	49.13	44.49	5.34	49.83	45.04	5.40	50.44	45.64	5.48	51.12
20 - 50 Ton	43.98	5.28	49.26	44.73	5.37	50.10	45.35	5.44	50.79	45.90	5.51	51.41	46.50	5.58	52.08
51 - 99 Ton	44.46	5.34	49.80	45.21	5.43	50.64	45.83	5.50	51.33	46.38	5.57	51.95	46.98	5.64	52.62
100 - 149 Ton	44.93	5.39	50.32	45.68	5.48	51.16	46.30	5.56	51.86	46.85	5.62	52.47	47.45	5.69	53.14
150 - 199 Ton	45.42	5.45	50.87	46.17	5.54	51.71	46.79	5.61	52.40	47.34	5.68	53.02	47.94	5.75	53.69
200 - 249 Ton	45.91	5.51	51.42	46.66	5.60	52.26	47.28	5.67	52.95	47.83	5.74	53.57	48.43	5.81	54.24
250 - 299 Ton	46.35	5.56	51.91	47.10	5.65	52.75	47.72	5.73	53.45	48.27	5.79	54.06	48.87	5.86	54.73
300 - 349 Ton	47.98	5.76	53.74	48.73	5.85	54.58	49.35	5.92	55.27	49.90	5.99	55.89	50.50	6.06	56.56
350 - 399 Ton	49.61	5.95	55.56	50.36	6.04	56.40	50.98	6.12	57.10	51.53	6.18	57.71	52.13	6.26	58.39
400 - 449 Ton	51.21	6.15	57.36	51.96	6.24	58.20	52.58	6.31	58.89	53.13	6.38	59.51	53.73	6.45	60.18
450 - 499 Ton	52.82	6.34	59.16	53.57	6.43	60.00	54.19	6.50	60.69	54.74	6.57	61.31	55.34	6.64	61.98

Group #2 – Crane Operator Rates – Hydraulic

Under 20 Ton	42.06	5.05	47.11	42.81	5.14	47.95	43.43	5.21	48.64	43.98	5.28	49.26	44.58	5.35	49.93
20 - 50 Ton	42.94	5.15	48.09	43.69	5.24	48.93	44.31	5.32	49.63	44.86	5.38	50.24	45.46	5.46	50.92
51 - 99 Ton	43.41	5.21	48.62	44.16	5.30	49.46	44.78	5.37	50.15	45.33	5.44	50.77	45.93	5.51	51.44
100 - 149 Ton	43.90	5.27	49.17	44.65	5.36	50.01	45.27	5.43	50.70	45.82	5.50	51.32	46.42	5.57	51.99
150 - 199 Ton	44.38	5.33	49.71	45.13	5.42	50.55	45.75	5.49	51.24	46.30	5.56	51.86	46.90	5.63	52.53
200 - 249 Ton	45.18	5.42	50.60	45.93	5.51	51.44	46.55	5.59	52.14	47.10	5.65	52.75	47.70	5.72	53.42
250 - 299 Ton	45.98	5.52	51.50	46.73	5.61	52.34	47.35	5.68	53.03	47.90	5.75	53.65	48.50	5.82	54.32
300 - 349 Ton	47.58	5.71	53.29	48.33	5.80	54.13	48.95	5.87	54.82	49.50	5.94	55.44	50.10	6.01	56.11
350 - 399 Ton	49.15	5.90	55.05	49.90	5.99	55.89	50.52	6.06	56.58	51.07	6.13	57.20	51.67	6.20	57.87
400 - 449 Ton	50.75	6.09	56.84	51.50	6.18	57.68	52.12	6.25	58.37	52.67	6.32	58.99	53.27	6.39	59.66
450 - 499 Ton	52.34	6.28	58.62	53.09	6.37	59.46	53.71	6.45	60.16	54.26	6.51	60.77	54.86	6.58	61.44

Other Classifications
Tower Cranes

1. Over 10 Ton	43.18	5.18	48.36	43.93	5.27	49.20	44.55	5.35	49.90	45.10	5.41	50.51	45.70	5.48	51.18
2. Under 10 Ton	42.72	5.13	47.85	43.47	5.22	48.69	44.09	5.29	49.38	44.64	5.36	50.00	45.24	5.43	50.67
Kangaroo 1500	43.18	5.18	48.36	43.93	5.27	49.20	44.55	5.35	49.90	45.10	5.41	50.51	45.70	5.48	51.18
Kangaroo 750	42.72	5.13	47.85	43.47	5.22	48.69	44.09	5.29	49.38	44.64	5.36	50.00	45.24	5.43	50.67

Premiums

1. Crane Premium: On all cranes over 499 tons, the hourly rate shall be increased by two cents (\$0.02) for each ton.
2. Kangaroo Model 1500: An operator required to operate with boom length over 130 feet shall have their regular hourly rate increased by twenty-five cents (\$0.25) per hour.

Operational Requirements

All work performed in those classifications listed within the Conventional Cranes schedule and within the Hydraulic Cranes, Rough Terrain Cranes and Boom Trucks schedule, shall be performed by members of

the Union. However, the Employer retains the right to assign all work to ensure a safe and efficient operation.

Hoisting Equipment Apprentice - Work Scope

- a. There may be one (1) Apprentice Crane Operator employed for up to three (3) Journeyperson Crane Operators employed by the Employer. There shall be one (1) Apprentice Crane Operator employed when there are four (4) Journeyperson Crane Operators employed by the Employer. There shall be one (1) Apprentice Crane Operator employed for each multiple of five (5) Journeyperson Crane Operators. The foregoing is based on a company wide ratio.
- b. Apprentice Crane Operators shall be allowed to operate specific equipment based upon management evaluation of their qualifications, work experience and the requirements of the specific work in question. Notwithstanding this provision, the Employer shall provide the Apprentice Crane Operators so working with appropriate supervision and suitable communication options.

**OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
PROVINCE WIDE**

SCHEDULE “C”

ALL GROUPS

Schedule “C” shall apply to all commercial and/or institutional projects province wide.
All Employer contributions and employee deductions shall be calculated and paid on the basis of “hours worked”.

EMPLOYER CONTRIBUTIONS	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Union Benefit Plan	2.70	2.70	2.70	2.70	2.70
* Union Pension Plan	6.15	6.15	6.15	6.15	6.15
CLR Dues	0.13	0.13	0.13	0.13	0.13
Rehabilitation Fund	0.02	0.04	0.04	0.04	0.04
JAPlan ¹	n/a	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01
IUOETA Fund	0.67	0.67	0.70	0.75	0.75
Tool Allowance Fund	n/a	0.06	0.06	0.06	0.06
OE Advancement Fund	n/a	0.17	0.17	0.17	0.17
Total Employer Contributions	9.73	9.98	10.01	10.06	10.06
EMPLOYEE DEDUCTIONS	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
Working Dues	0.73	0.73	0.73	0.74	0.74
BCBT Fund	0.10	0.10	0.10	0.10	0.10
Canadian Building Trades	0.01	0.01	0.01	0.01	0.01
Coalition of BC Building Trades	0.02	0.02	0.02	0.02	0.02
Rehabilitation Fund	n/a	0.04	0.04	0.04	0.04
Tool Allowance Fund	0.06	n/a	n/a	n/a	n/a
OE Advancement Fund	0.17	n/a	n/a	n/a	n/a
Total Employee Deductions	1.09	0.90	0.90	0.91	0.91
Total Employer Hourly Remittances	April 01, 2019 EXPIRY	June 17, 2019	May 1, 2020	May 1, 2021	May 1, 2022
All Straight Time and All Overtime Hours	10.82	10.88	10.91	10.97	10.97

1. Effective May 1, 2018 the JAPlan Contribution has been suspended until further notice

* Employer contributions to the Pension Plan will be pro-rated for Trainees/Apprentices based on the corresponding percentage of their classification.

SPECIAL PROVISIONS AND WAGES

1. (a) Foreperson – Equipment:

Where the Employer works three (3) or more Employees on any one (1) shift on any one (1) project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of the Operating Engineers, Local 115, one (1) of these Employees shall be appointed a Working Foreperson. The Working Foreperson shall receive a premium of eight percent (8%) per hour over the hourly rate of the highest Operating Engineer classification under their supervision.

When the Employer works six (6) or more Employees on any one (1) shift on any one (1) project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of the Operating Engineers, Local 115, a Non-Working Foreperson position shall replace the Working Foreperson position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Operating Engineer classification under their supervision.

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

Where three (3) or more pieces of equipment are worked on any one (1) 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 Foreperson.

Apprentices/Trainees shall be excluded when determining the ratio for a Non-Working Foreperson.

(b) Foreperson – Mechanical:

If the Employer works four (4) or more Employees on any one (1) shift on any one (1) project or in a permanent shop under the jurisdiction of the Operating Engineers, Local 115 an Operating Engineer Foreperson shall be employed at ten percent (10%) over the hourly rate of the highest Operating Engineer classification under their supervision.

2. Staffing Clause:

All equipment shall be staffed in accordance with the classifications listed in Schedules "A1" and "A2" and in addition to the Staffing Provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, they shall be assisted by an Employee covered by this Agreement.

3. Crews:

Crews on power shovels, draglines, clamshells, crawler cranes, truck cranes, trenching machines and cable backhoes of one and one-half (1½) cubic yards capacity and over shall consist of an Operator and Apprentice/Trainee. It is recognized that the moving (driving) and oiling of truck or mobile cranes is the work of the Operating Engineer.

This crew Article shall also apply if the Employer rents equipment or sub-contracts work to other firms who own and operate equipment coming under the jurisdiction of the Union as listed in the classifications contained in this Agreement.

Crews on asphalt plants, crushing plants, screening plants, batch plants and backfilling machines, shall consist of an Operator, and an Apprentice/Trainee.

SPECIAL PROVISIONS AND WAGES

cont'd

4. Helicopter Use:

In the event that a helicopter is used by the Employer during the course of construction, an Operating Engineer shall be paid wages in the following manner;

- (a) An Operating Engineer who during the course of a day is to work directly with a helicopter and whose work during that day requires them to work on the ground shall for that day be paid a premium equal to twenty-five percent (25%) of their straight time wages for a minimum of four (4) hours during that day.
- (b) An Operating Engineer who during the course of a day is to work directly with a helicopter and whose work during that day requires them to work above ground shall for that day be paid a premium equal to fifty percent (50%) of their straight time wages for a minimum of four (4) hours during that day.
- (c) Nothing contained in Sections (a) and (b) herein shall be construed or interpreted in such manner as will entitle an Operating Engineer in any one (1) day in respect of the use of a helicopter to claim a premium exceeding an amount equal to fifty percent (50%) of their straight time wages for all hours worked during that day.
- (d) The words, "to work directly with a helicopter" contained in Sections (a) and (b) herein shall be deemed to apply only to an Operating Engineer expressly and specifically directed to perform work simultaneously and in conjunction with the use of helicopter at their station of work and nothing in the recited Sections (a) and (b) shall be construed or interpreted in such manner as will entitle an Operating Engineer to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance of or preparatory to operations subsequently performed with the use of a helicopter.
- (e) An Operating Engineer transported on the job by helicopter shall carry with them their hand tools, lunch and rain clothing when appropriate. In combination with transporting an Operating Engineer other tools and rigging supplies and miscellaneous materials necessary for performance of the work may also be carried in a sling beneath the helicopter.
- (f) An Operating Engineer who during the course of a day is not required to work directly with a helicopter but who is transported either to the job or on the job by helicopter shall not be entitled to the foregoing premiums.
- (g) Operating Engineers required to work directly with a helicopter shall be on a voluntary basis.
- (h) When working with the International Brotherhood of Electrical Workers, the International Brotherhood of Electrical Workers Helicopter Article will apply.

5. Machine and Work Assignment:

- (a) 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.
- (b) When climbing cranes are being erected, the operator shall be part of the erection crew.
- (c) When a crane rigged with a skyhorse or ringer attachment is used, an additional forty cents (\$0.40) per hour premium shall be added to the Employee's established hourly rate.

SPECIAL PROVISIONS AND WAGES

cont'd

6. Benefits Plan and Pension Plan:

The Employer shall make contributions at the rate of two dollars and seventy cents (\$2.70) per hour worked by each Employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

The Employer shall make contributions at the rate of six dollars and fifteen cents (\$6.15) per hour worked by each Employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

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

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

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

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

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

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

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

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

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

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

7. Equipment Assembly:

It is agreed that the assembling and dismantling of the Employer's construction equipment described in Schedules "A1" and "A2" or falling within the jurisdiction of the Operating Engineers, will be performed by members of the Operating Engineers' Union.

8. Tool List:

Tools required by heavy duty mechanics are listed in a schedule on file with CLR and the Union.

SPECIAL PROVISIONS AND WAGES

cont'd

9. See Piledriving Clamshell Agreement for Rates:

- Boat Operator (over 225 h.p.)
- Boat Operator (under 225 h.p.)
- Deckhands

10. All rated capacities referred to in Schedules "A1" and "A2" are maximum manufacturer's factory rating for struck capacity of the machine or bucket size, whichever is greater.

11 Occupational First Aid Attendant:

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

Level 3 - \$0.65 per hour worked

Level 2 - \$0.55 per hour worked (with transportation endorsement) Level 1 - \$0.45 per hour worked

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

1. BCBCBTU

Bargaining Council of British Columbia Building Trade Unions

2. BCBT

BC Building Trades (the British Columbia and Yukon Territory Building and Construction Trades Council)

3. CLR

Construction Labour Relations Association of BC

4. CRA

Canada Revenue Agency

5. Employee

Any individual who is a member of the Union, and/or such other person, employed by the Employer under the terms of this Agreement.

6. Employer

(a) Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.

(b) Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

7. Hours Earned and Hours Worked

(a) 1 straight time hour = 1 hour earned = 1 hour worked

(b) 1 time and one-half overtime hour = 1½ hours earned = 1 hour worked

(c) 1 double time overtime hour = 2 hours earned = 1 hour worked

8. Industrial Construction

(a) Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the Parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the Pipefitters, it shall also be designated as an industrial construction project for IUOE Local 115.

(b) A ten percent (10%) premium shall be paid for working underground. If an Employee works

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

cont'd

The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

any part of a half-shift underground, they shall be paid for that half-shift at ten percent (10%) higher rate. The lunch break will be the end of the first half-shift. (Refer also to Articles 5.06, 5.07 and 8.12.)

9. IUOETA

International Union of Operating Engineers, Local 115 Training Association

10. JAPlan

Jurisdictional Assignment Plan of the B.C. Construction Industry

11. LRB

British Columbia Labour Relations Board

12. Local Resident Employee

Any Employee who resides within one hundred (100) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.

13. Lower Mainland/Fraser Valley

Inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

14. Tool Allowance Fund

IUOE Local 115 Mechanic, Millwright, Serviceperson and Welder Tool Allowance Fund

15. Union

(a) International Union of Operating Engineers, Local 115.

(b) Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

APPENDIX "B" SCHEDULE OF GENERAL HOLIDAYS

The following schedule of General Holidays shall be applicable to the interpretation of this Agreement.

1. 2019

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Tuesday, Jan. 1 st	Tuesday, Jan. 1 st
Family Day	Monday, Feb. 18 th	Monday, Feb. 18 th
Good Friday	Friday, Apr. 19 th	Friday, Apr. 19 th
Easter Monday	Monday, Apr. 22 nd	Monday, Apr. 22 nd
Victoria Day	Monday, May 20 th	Monday, May 20 th
Canada Day	Monday, July 1 st	Monday, July 1 st
Friday prior to BC Day	Friday, Aug 2 nd	Friday, Aug 2 nd
BC Day	Monday, Aug. 5 th	Monday, Aug. 5 th
* Friday prior to Labour Day	Friday, Aug. 30 th	Friday, Aug. 30 th
Labour Day	Monday, Sept. 2 nd	Monday, Sept. 2 nd
Thanksgiving Day	Monday, Oct. 14 th	Monday, Oct. 14 th
Remembrance Day	Monday, Nov. 11 th	Monday, Nov. 11 th
Christmas Day	Wednesday, Dec. 25 th	Wednesday, Dec. 25 th
Boxing Day	Thursday, Dec. 26 th	Thursday, Dec. 26 th

2. 2020

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Wednesday, Jan. 1 st	Wednesday, Jan. 1 st
Family Day	Monday, Feb. 17 th	Monday, Feb. 17 th
Good Friday	Friday, Apr. 10 th	Friday, Apr. 10 th
Easter Monday	Monday, Apr. 13 th	Monday, Apr. 13 th
Victoria Day	Monday, May 18 th	Monday, May 18 th
Canada Day	Wednesday, July 1 st	Wednesday, July 1 st
* Friday prior to BC Day	Friday, July 31 st	Friday, July 31 st
BC Day	Monday, Aug. 3 rd	Monday, Aug. 3 rd
Friday prior to Labour Day	Friday, Sept. 4 th	Friday, Sept. 4 th
Labour Day	Monday, Sept. 7 th	Monday, Sept. 7 th
Thanksgiving Day	Monday, Oct. 12 th	Monday, Oct. 12 th
Remembrance Day	Wednesday, Nov. 11 th	Wednesday, Nov. 11 th
Christmas Day	Friday, Dec. 25 th	Friday, Dec. 25 th
Boxing Day	Saturday, Dec. 26 th	Monday, Dec. 28 th

* The Friday prior to Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee. Refer to Article 4.03.

APPENDIX "B"
SCHEDULE OF GENERAL HOLIDAYS

cont'd

The following schedule of General Holidays shall be applicable to the interpretation of this Agreement.

3. 2021

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Friday, Jan. 1 st	Friday, Jan. 1 st
Family Day	Monday, Feb. 15 th	Monday, Feb. 15 th
Good Friday	Friday, Apr. 2 nd	Friday, Apr. 2 nd
Easter Monday	Monday, Apr. 5 th	Monday, Apr. 5 th
Victoria Day	Monday, May 24 th	Monday, May 24 th
Canada Day	Thursday, July 1 st	Thursday, July 1 st
Friday prior to BC Day	Friday, July 30 th	Friday, July 30 th
BC Day	Monday, Aug. 2 nd	Monday, Aug. 2 nd
* Friday prior to Labour Day	Friday, Sept. 3 rd	Friday, Sept. 3 rd
Labour Day	Monday, Sept. 6 th	Monday, Sept. 6 th
Thanksgiving Day	Monday, Oct. 11 th	Monday, Oct. 11 th
Remembrance Day	Thursday, Nov. 11 th	Thursday, Nov. 11 th
Christmas Day	Saturday, Dec. 25 th	Monday, Dec. 27 th
Boxing Day	Sunday, Dec. 26 th	Tuesday, Dec. 28 th

4. 2022

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Saturday, Jan. 1 st	Monday, Jan. 3 rd
Family Day	Monday, Feb. 21 st	Monday, Feb. 21 st
Good Friday	Friday, Apr. 15 th	Friday, Apr. 15 th
Easter Monday	Monday, Apr. 18 th	Monday, Apr. 18 th
Victoria Day	Monday, May 23 rd	Monday, May 23 rd
Canada Day	Friday, July 1 st	Friday, July 1 st
* Friday prior to BC Day	Friday, July 29 th	Friday, July 29 th
BC Day	Monday, Aug. 1 st	Monday, Aug. 1 st
Friday prior to Labour Day	Friday, Sept. 2 nd	Friday, Sept. 2 nd
Labour Day	Monday, Sept. 5 th	Monday, Sept. 5 th
Thanksgiving Day	Monday, Oct. 10 th	Monday, Oct. 10 th
Remembrance Day	Friday, Nov. 11 th	Friday, Nov. 11 th
Christmas Day	Sunday, Dec. 25 th	Monday, Dec. 26 th
Boxing Day	Monday, Dec. 26 th	Tuesday, Dec. 27 th

- * The Friday prior to Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee. Refer to Article 4.03.

APPENDIX "B"
SCHEDULE OF GENERAL HOLIDAYS

cont'd

The following schedule of General Holidays shall be applicable to the interpretation of this Agreement.

5. 2023

<u>General Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Year's Day	Sunday, Jan. 1 st	Monday, Jan. 2 nd
Family Day	Monday, Feb. 20 th	Monday, Feb. 20 th
Good Friday	Friday, Apr. 7 th	Friday, Apr. 7 th
Easter Monday	Monday, Apr. 10 th	Monday, Apr. 10 th
Victoria Day	Monday, May 22 nd	Monday, May 22 nd
Canada Day	Saturday, July 1 st	Monday, July 3 rd
* Friday prior to BC Day	Friday, Aug. 4 th	Friday, Aug. 4 th
BC Day	Monday, Aug. 7 th	Monday, Aug. 7 th
Friday prior to Labour Day	Friday, Sept. 1 st	Friday, Sept. 1 st
Labour Day	Monday, Sept. 4 th	Monday, Sept. 4 th
Thanksgiving Day	Monday, Oct. 9 th	Monday, Oct. 9 th
Remembrance Day	Saturday, Nov. 11 th	Monday, Nov. 13 th
Christmas Day	Monday, Dec. 25 th	Monday, Dec. 25 th
Boxing Day	Tuesday, Dec. 26 th	Tuesday, Dec. 26 th

- * The Friday prior to Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee. Refer to Article 4.03.

APPENDIX "C"
LETTER OF UNDERSTANDING RE: SATURDAY OVERTIME

To assist the parties in the securing more of the current market share of work in the Construction Industry in the Province of B.C., a committee of equal representation from BCBCBTU and CLR shall be established within six (6) months from the date of these recommendations and shall meet on a quarterly basis thereafter to determine the effect the following amendment has had on the securing of new contracts by CLR. CLR (and its members) shall provide the committee with such information as required to make the determination.

For the term of the renewed collective agreement expiring on April 30, 2023 unless renewed by mutual agreement, effective the first of the month following the date of implementation of these recommendations, overtime for the first ten (10) hours on Saturdays shall be paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate and double time thereafter.

Collective agreements that currently provide for more hours being paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate or for hours paid at less than time and one-half (1.5X) on Saturdays, the existing provisions shall continue to be applied.

APPENDIX "D"
LIST OF SIGNATORY EMPLOYERS *

The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective date of signing, the following Employers have authorized CLR to bargain the new IUOE Local 115 Heavy Construction Standard Commercial/Institutional Agreement with IUOE Local 115 and to sign such Agreement on their behalf.

- | | |
|--|--|
| 1. Bantrel Constructors Co. | 11. Kitimat Iron & Metal Works Ltd. |
| 2. BelPacific Excavating & Shoring Ltd.
Partnership | 12. KWH Constructors Ltd. |
| 3. BFI Constructors Ltd. | 13. LML Industrial Contractors Ltd. |
| 4. Broadwater Industries (2011) Ltd. | 14. Lockerbie & Hole Eastern Inc. |
| 5. Brymark Installations Group Inc. | 15. Michels Canada Co. |
| 6. CIMS Limited Partnership | 16. Mitchell Installations Ltd. |
| 7. Commonwealth Construction Canada Ltd. | 17. Northpointe ENC |
| 8. Ganotec West ULC | 18. Pacific Blasting and Demolition Ltd. |
| 9. Huron Developments (1990) Ltd. | 19. Viking Construction Ltd. |
| 10. KBR Industrial Canada Co. | 20. Voith Hydro Inc. |

- * The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

APPENDIX "E"**DISTRICT OFFICES OF INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**

DISTRICT #1

4333 Ledger Avenue
Burnaby, BC V5G 3T3
Phone: 604-291-8831
Toll Free: 1-888-486-3115

DISTRICT #2

35 Wharf Street
Nanaimo, BC V9R 2X3
Phone: 250-754-4022

DISTRICT #3

785 Tranquille Road
Kamloops, BC V2B 3J3
Phone: 250-554-2278

DISTRICT #4 & DISTRICT #5

Unit B - 3339 8th Avenue
Prince George, BC V2M 3R8
Phone: 250-563-3669

DISTRICT #6

103 Centennial Square
Sparwood, BC V0B 2G0
Phone: 250-425-2161
Toll Free: 1-888-605-9955

THE OPERATING ENGINEERS' BENEFITS & PENSION PLAN

4333 Ledger Avenue
Burnaby, BC V5G 4G9
Phone: 604-291-8831
Toll Free: 1-888-486-3115