

# **CRANE RENTAL 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  
As interpreted by Arbitration Decision B.C.C.A.A.A. No. 164

(the "Employer")

(collectively, the "Parties")

**May 1, 2023 to April 30, 2026**

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**AGREEMENT**

**BETWEEN:**

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(the "Union")

**AND:**

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. (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. As interpreted by Arbitration Decision B.C.C.A.A.A. No. 164

(the "Employer")

**ARTICLE 1: OBJECTS**

- 1.01 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**

- 2.01 This Agreement shall be in full force and effect from and including May 1, 2023, to and including April 30, 2026 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, 2026, 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 apply to all employees of the Employer engaged in the classifications listed in Schedule "A" hereof, on all work in the Province of British Columbia, other than work covered by the Mainline Pipeline Agreement of the Pipe Line



Contractors Association of Canada, and 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.

On that work covered by the Agreement between the Union and the Construction Labour Relations Association of British Columbia 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, such work shall be performed under the conditions set out in the aforementioned agreements.

**3.02 Sub-Contractors:**

The terms of this Agreement shall apply to all Sub-Contractors or sub-contracts let by the Employer. The Employer agrees to engage only those Sub-Contractors having an agreement with the signatory Union, prior to commencing work.

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

**3.03 Owner-Operators:**

- (a) The expression "Owner-Operator" as used herein, shall mean any person who performs work within the jurisdiction of the Union for pay, remuneration, compensation or reward of any kind, except:
  - (i) a person who comes within the job classifications of heavy duty mechanic, welder, service truck operator, heavy duty greaser, or any of them;
  - (ii) a person who, with respect to the person, firm or corporation who or which provides their pay, remuneration, compensation or reward for such work, is in the relationship of servant to master;
  - (iii) a person who has determined to be an "employee" pursuant to the provisions of the Labour Relations Code of British Columbia or the Canada Labour Code.
- (b) The Employer agrees that they will not, under any circumstances, engage an owner-operator to perform work for them 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 a sum equal to the Employer/Employee contributions contained within Schedule "A" for each hour worked and for each hour of travel time, and to remit the same to the Union.
- (iv) the total such deductions made by the Employer in each month shall be remitted to the Union by the Employer not later than the fifteenth (15<sup>th</sup>) 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 31 of this Agreement.

- (v) agrees that the Employer may withhold a reasonable sum pending presentation by the owner-operator of a Workers Compensation Board of BC (dba WorkSafeBC) clearance letter pertaining to assessments.
- (c) The rate established between the owner-operator and the Employer shall include all of the benefits that are otherwise contained in this Collective Agreement. The owner-operator may become an employee of the Employer and covered by this Collective Agreement.
- (d) It is agreed that the provisions of Article 3.03(c) 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: MANAGEMENT RIGHTS**

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

#### **ARTICLE 5: WAGES**

##### **5.01 Hourly Wage Rates:**

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

##### **5.02 Benefits Plan and Pension Plan:**

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

**5.03 Vacation and General Holidays:**

Vacation and General Holiday pay shall be accrued at the rate of twelve percent (12%) of gross earnings (six percent [6%] for annual vacation and six percent [6%] 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 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, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal or Provincial Government. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at two times (2X) the rate of pay.

The Friday before 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.

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

**5.04 Payment of Wages:**

All payroll shall be processed in a manner consistent with Canada Revenue Agency (CRA) regulations.

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

On projects where two (2) or more shifts are required, the second and third shifts shall be paid every second Thursday.

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

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee all wages, salary and holiday pay earned by the employee on the next scheduled pay day.

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 which shall be mailed to them not later than the following working day, to an address designated by the employee.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer, and shall receive 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.

The Employer may utilize electronic means to pay employee wages, reimburse employee expenses and provide an itemized statement of payment showing the number of hours at straight time rates and at overtime rates, wages and total deductions and/or expenses reimbursed, as appropriate.

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

The Employer may choose to utilize direct deposit methods to provide employee reimbursement.

**5.05 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 Employers' 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.
- (c) Out-of-Province firms must establish a local pay office.

**5.06 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 17.

- 5.07 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.

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

### 6.01 Regular Hours:

Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 3:30 p.m., five (5) days shall constitute a week's work Monday to Friday. The start of the work week shall be Monday 7:00 a.m. except as provided for below.

Employees directed by the Employer to attend a safety meeting, perform pre-shift work, or complete a Field Level Risk Assessment Card prior to the start of their shift will receive the prevailing overtime rate of pay.

### Flex Start Time

The Employer may vary the start time between the hours of 6:00 a.m. and 9:00 a.m.

### 6.02 Two Shift Operation:

#### First Shift:

7:00 a.m. to 11:00 a.m.	4	hours
11:00 a.m. to 11:30 a.m. lunch	0	hours
11:30 a.m. to 3:30 p.m.	4	hours
Total hours paid	<u>8</u>	<u>hours</u>

#### Second Shift:

3:30 p.m. to 7:30 p.m.	4	hours
7:30 p.m. to 8:00 p.m. lunch	0	hours
8:00 p.m. to 11:30 p.m.	3-1/2	hours
	<u>7-1/2</u>	<u>hours</u>
Shift Differential	1/2	hour
Total hours paid	<u>8</u>	<u>hours</u>

These shifts may operate back to back; i.e. one follows the other.

6.03 Three Shift Operation:

11:30 p.m. to 3:00 a.m.	3-1/2	hours
3:00 a.m. to 3:30 a.m. lunch	0	hours
3:30 a.m. to 7:00 a.m.	3-1/2	hours
	7	hours
Shift Differential	1	hour
Total hours paid	8	hours

Day Shift:

7:00 a.m. to 11:00 a.m.	4	hours
11:00 a.m. to 11:30 a.m. lunch	0	hours
11:30 a.m. to 3:30 p.m.	4	hours
Total hours paid	8	hours

Afternoon Shift:

3:30 p.m. to 7:30 p.m.	4	hours
7:30 p.m. to 8:00 p.m. lunch	0	hours
8:00 p.m. to 11:30 p.m.	3-1/2	hours
	7-1/2	hours
Shift Differential	1/2	hour
Total hours paid	8	hours

These shifts may operate back to back; i.e. one follows the other with the one (1) hour period falling at the same time daily.

Consecutive Days:

When additional shifts are required and continued for three (3) consecutive days or more, the hours of work shall be as outlined in Sections 6.02 and 6.03 of this Article.

Shifts and Shift Differential:

Shift differential on straight time days shall be paid at straight time and on overtime days at the applicable overtime rate.

When additional shifts are worked for less than three (3) consecutive days, such work shall be paid for at two times (2x) the rate of pay.

When the Employer wishes to operate a project, or any part or parts thereof, on a three-shift basis, and provided the shifts are continued for three (3) or more consecutive days, then the starting time of the work week shall be 12:01 a.m. Monday, (in which case the work week will end at 12:00 midnight Friday). Any subsequent changes in the start of the work week shall be made only after agreement with the signatory Union.

**6.04 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.

**6.05 Compressed Work Week – Special Multi-Trade Projects:**

The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) consecutive ten (10) hour days are scheduled during the Monday through Thursday or Tuesday through Friday period. The Tuesday through Friday and Monday through Thursday periods may be alternated by mutual agreement between the Union and the Employer. Such mutual agreement shall not be unreasonably withheld.

Where this option is worked, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When a fifth (5<sup>th</sup>) day is worked, the first ten (10) hours shall be paid at one and one-half times (1½X) the applicable rate of pay. When a Saturday is worked, the first eight (8) hours shall be paid at one and one-half times (1½ X) the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two times (2X) the applicable rate of pay.

If afternoon or evening shift work is required, these will be based on the same pay formula as identified for the day shift with the proviso that afternoon or evening shift premiums will apply to this work as established herein.

All General Holidays which occur during a compressed (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 work day 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.

**6.06 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 worker 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.

Notwithstanding any/all contrary provisions of this Agreement, the Employer shall only be required to pay an employee covered by this Agreement in accordance with the following, providing such employee has worked in excess of the four (4) hour minimum in any one (1) regular and/or overtime shift referenced in Article 6.06 (c)(i). Such payment shall be processed at the otherwise prevailing rate.

- Worked in excess of four (4) hours but less than six (6) hours: pay for six (6) hours
  - Worked in excess of six (6) hours: pay for eight (8) hours
- (d) 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 their daily minimums under this Article.

#### **6.07 Pre-access Drug and Alcohol Testing**

Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate of pay for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

#### **6.08 Online Orientation**

Where an employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.



**6.09 Special Provisions:**

All work done outside of the hours mentioned in Articles 6.01, 6.02, 6.03, and 6.05 above shall be considered overtime, EXCEPT:

- (a) When working hours are changed to obey fire prevention regulations made under the "Forest Act"; or
- (b) When working in occupied buildings. On jobs in occupied buildings, where work must be done after regular working hours, a night shift may be worked at straight time, with the exception that eight (8) hours will be paid for seven (7) hours worked on any shift;
- (c) When it is agreed between the Employer and the Union to vary the starting times; then a majority of the employees on the job shall decide the issue. A ballot vote shall be taken on the job under the supervision of a person designated by the Union.
- (d) Where, for the purpose of utilizing daylight hours, it is agreed between the Employer and the Union to vary the starting time from 7:00 a.m. or as provided for in 6.01, each shift shall consist of seven (7) hours' work for which eight (8) hours shall be paid. Employees shall decide on such variations per the provision in paragraph (c) above.

**6.10 Tools - Cleanup:**

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

**ARTICLE 7: OVERTIME**

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

All hours worked beyond eight (8) and up to ten (10) Monday through Friday shall be paid at the rate of time and one-half (1½X). All hours thereafter shall be paid at the rate of two times (2X).

All hours worked up to eight (8) on a Saturday between 8:00 a.m. and 4:30 p.m. shall be paid at time and one-half (1½X) and two times (2X) thereafter. All hours worked on Sundays or General Holidays shall be paid at the rate of two times (2X).

See Article 3 - Extent, for agreements covering other types of work.

For all industrial work performed on Saturday two times (2X) the rate shall be paid for all hours worked.

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

**ARTICLE 8: TRANSPORTATION****8.01 Hiring and Termination:**

- (a) Initial and terminal travel time shall not be paid on all out of town projects, however, all travel expenses shall be paid. It is understood that this provision does not apply to current or long term employees.
- (b) When, upon commencing employment on a job, employees are required to travel to the job, they shall receive from the Employer the cost of transportation from the transportation terminal nearest to the employee's domicile, including meals and a sleeper if night travel is necessary.
- (c) If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.
- (d) If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation, meals and a sleeper if night travel is necessary, shall be paid by the Employer.
- (e) If an employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals and a sleeper if night travel is necessary, shall be paid by the Employer.

**8.02 Out of Town Travel**

Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and the split their travel into two (2) days they will be reimbursed their actual costs for one (1) night accommodation plus meals up to the value of one days' living out allowance upon presentation of receipts (within five (5) days of arrival on site) to the Employer. This allowance shall be payable for both initial and terminal travel.

**8.03 Tool Transportation:**

When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping the mechanic's tools. Tools shall be shipped within thirty-six (36) hours, (excluding weekends and holidays), of the employee leaving their employment, subject to the same conditions as govern transportation.

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.

**8.04 Standby Time:**

If the Employer fails to provide work and requires an employee to standby for more than two (2) consecutive working days in any work week, the employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

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

**8.05 Waiting Time:**

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

**8.06 Record of Employment:**

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 the employee is eligible for rehire. A copy of the termination slip shall be supplied within three (3) calendar days upon request of the Union.

**8.07 Termination Notice:**

One (1) hours' 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.

Employees subject to layoff shall be so informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

**8.08 Periodic Leave:**

On out-of-town projects of over thirty-five (35) calendar days' duration, the Employer shall provide leave every twenty-eight (28) calendar days. In order to qualify for payment for periodic leave, there must be five (5) days of work remaining and the employee must be available for the five (5) days of work following the leave or payment.

Periodic leave shall be provided on a "use it or lose it" basis.

When a turnaround is provided, the Employee shall receive an allowance based on the distance from the job site to their residence once for each turnaround. The rate will be based on the maximum tax-free mileage rate established annually by the Canada Revenue Agency. The allowance will be calculated by multiplying the midpoint of each mileage rate by the posted mileage amount. These amounts will be updated on the same date as changes to the mileage amount are effective.

Transportation Allowance Formula - Round trip

250 - 500 km	\$255.00
501 - 750 km	\$425.00
751 - 1,000 km	\$595.00
over 1,000 km	\$680.00

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no

event will an employee receive leave unless they actually return to their place of departure. Living out allowances shall not be paid during leave periods.

The phrase "Out of Town Projects" contained within the various periodic leave or turnaround Articles shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hour travel, including ferry travel, to the transportation terminal nearest the employee's domicile.

There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.

8.09 When an indentured apprentice is required to fulfill the annual schooling portion of the Apprenticeship Program they shall receive fare as per Article 8 - Transportation.

8.10 Employee Travel:

(a) Lower Mainland

When travelling in a taxi, crummy, company supplied or like vehicle outside of regular straight time shift hours, such non-operating travel time shall be paid at one and one half (1½X) times the otherwise applicable straight time hourly wage rate. Such vehicles will conform to public transportation standards with full insurance coverage and operated in compliance with Workers Compensation Board of BC (dba WorkSafeBC) regulations.

(b) Outside the Lower Mainland

When travelling in a taxi, crummy, company supplied or like vehicle outside of regular straight time shift hours, such non-operating travel time shall be paid at one and one half (1½X) times the otherwise applicable straight time hourly wage rate. Such vehicles will conform to public transportation standards with full insurance coverage and operated in compliance with Workers Compensation Board of BC (dba WorkSafeBC) regulations.

If agreed between the Employer and the Union, an employee may receive a mileage allowance in lieu of the applicable hourly rate to an employee for non-crane operating travel beyond twenty (20) kilometer radius from their branch (yard) based on the following formula:

- (i) Employee's own vehicle – a mileage allowance of fifty-four cents (\$0.54) fifty-four cents (\$0.54) per road kilometre for the first five thousand (5,000) road kilometres, and forty-eight cents (\$0.48) per road kilometre thereafter.
- (ii) An Employer supplied vehicle – a mileage allowance of forty-four and one-half cents (\$0.445) per road kilometre. It is understood that if the operator is required to transport Employer equipment in the vehicle, the operator will be considered to be on the payroll and will not be eligible for the mileage allowance.

- (c) As a further alternative, the Union and the Employer may meet and agree upon a standard daily allowance to cover those travelling daily under the provisions specified above.
- (d) Camps/Employer Provided Accommodation:
  - (i) On camp jobs, no walking time shall be paid up to two thousand five hundred (2,500) feet from the work site. Beyond two thousand five hundred (2,500) feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.
  - (ii) Living out allowance for local residents: Living out allowance shall not be paid to local residents as defined below.
  - (iii) Definition of local resident: A local resident will be defined to mean any person residing within eighty (80) kilometers by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometers.
  - (iv) Hot Lunches: Hot soup, beverages and sandwiches will be made available. It will be the responsibility of the employee to take the supplied lunch with them to the work site. Where the work site is within close proximity of the employee's accommodations, hot lunches may be provided at the discretion of the Employer.

As an alternative to the foregoing, where camp accommodation is a motel, hotel or similar, a daily allowance to cover transportation and travel time may be mutually agreed upon by the Parties signatory to this Agreement.

Vehicles used to transport workers shall be approved passenger vehicles conforming to public transit standards and operated in compliance with Workers Compensation Board of BC (dba WorkSafeBC) regulations.

(e) Metropolitan Areas:

In lieu of payment for local transportation cost regardless of the employee's place of residence within the area, each Employer shall add an amount as outlined below to the applicable wage rates as set out in Schedule "A" for each employee employed within the metropolitan areas as defined below:

Vancouver - New Westminster Metropolitan Area: Premium one dollar (\$1.00)

The area extending to the exterior boundaries of Lions Bay, North Vancouver, University Area, Richmond, Delta, Surrey, Langley, Port Coquitlam, Pitt Meadows, Maple Ridge, Mission, and Abbotsford, and continuing in a direct line from the northern boundary of Coquitlam westward to Indian Arm.

Victoria Metropolitan Area: Premium seventy-five cents (\$0.75)

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

## ARTICLE 9: WORKING CONDITIONS

### 9.01 Rest and Meal Breaks:

- (a) A one-half hour unpaid meal break shall be at mid-shift. This meal break may be varied by the Employer one-half ( $\frac{1}{2}$ ) hour either side of mid-shift (e.g. shift of 7:00 am to 3:30 pm the meal break may be taken as early as 10:30 am and must coincide no later than 12:00 pm)
- (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 ( $\frac{1}{4}$ ) of the work shift; the second break shall be at three-quarters ( $\frac{3}{4}$ ) 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 fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, unless workplace conditions require a variance in the timing of either rest break on one 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) hour will be provided at the beginning of ten (10) hours, to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.
- (f) 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.
- (g) Where the work beyond ten (10) hours was not previously scheduled the Employer shall provide a hot meal; or, where providing a hot meal is not practical a payment of twenty-three dollars (\$23.00), or the maximum amount allowable under CRA guidelines, in lieu of the hot meal.

### 9.02 Protective Clothing:

Essential protective clothing including coveralls (to be cleaned by the Employer), 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.

**9.03 Medical Attention:**

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.

**9.04 Personal Cell Phones:**

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

**ARTICLE 10: LEAVES****10.01 Union Committee:**

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.

**10.02 Illness and Injury Leave**

Employees are entitled to illness and injury leave in accordance with the terms of the Employment Standards Act in effect on January 1, 2023.

**10.03 Pregnancy and Parental Leave:**

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

**10.04 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.

**ARTICLE 11: GENERAL CONDITIONS****11.01 Wash Up:**

All permanent shops or yards shall provide adequate wash up facilities.

**11.02 Lunch Room:**

The Employer shall provide lunch room, dry room, rain clothes and access to a telephone at the Company dispatch yard or shop.



**11.04 Employee Vehicle:**

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.

**11.05 Insurance:**

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.

**11.06 Lock Up:**

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.

**10.07 Tool List:**

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

**ARTICLE 12: UNION SHOP****12.01 Union Membership:**

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

**12.02 Dispatch Offices:**

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

The Union recognizes where the individual Employer wishes to name-request an employee, this request will be acknowledged by the Union; provided however, the Union is FIRST notified of the individual Employer's intention to name-request the employee and provided the employee is registered with the Dispatch Office of the Union as being available for employment. An employee quitting an Employer will not be eligible for re-hire on to the same project under the name-request provision.



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

For those Employers which have established offices outside the Lower Mainland or in more than one location around the province, the Union recognizes that employees required by the Employer in those offices will be considered as local residents as defined in this Agreement.

**12.03 Hiring Procedures:**

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.

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 Workers Compensation Board of BC (dba WorkSafeBC) provisions and in the event of an accident and a claim by the employee or the said employees is denied by Workers Compensation Board of BC (dba WorkSafeBC), there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by Workers Compensation Board of BC (dba WorkSafeBC).

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

Apprentices and trainees as required shall be hired through and in accordance with the IUOE Local 115 Training Association as outlined in Article 21 of this Agreement.

The Union shall be given at least twenty-four (24) 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 twenty-four (24) 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.

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 worker not yet a member of the Union.

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 Workers Compensation Board of BC (dba WorkSafeBC), providing the project is still in operation and there is work in the employee's classification.

**12.04 Employee Qualifications:**

All employees dispatched by the Union shall have, as a minimum,

- WHMIS/GHS, CSTS, a current and valid driver's license (the Employer retains the right to require a satisfactory drivers abstract), an airbrake license, industry standard fall arrest training, level 1 first aid, and appropriate trade/apprenticeship certification and/or interprovincial red seals, all of which shall be satisfactory to the Employer.
- other industry certifications (such as, H2S Alive, Bear Awareness, any required on-line site specific training/orientation) that are required by a specific job site which are requested by the Employer on the dispatch slip.

The employee shall also have a present ability to do the work required which shall include the physical capability of performing the work and the skill, knowledge and ability to perform the required tasks as identified on the dispatch slip. The Employer shall ensure that the dispatch request relates to the actual job the employee is being dispatched to perform.

The Parties are committed to eliminating unnecessary, duplicate safety training. Therefore, the employee shall provide to the Employer copies of any and all current safety training certificates that may be required for that job, as identified by the Employer, at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information by way of email, fax, or phone.

**12.05 Union Security:**

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.

**12.06 Union Affiliation:**

- (a) 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.
- (b) 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.
- (c) 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.

**ARTICLE 13: JOB STEWARDS****13.01 Job Steward Recognition:**

- (a) 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. The Employer, supervisor, or manager 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. Time shall be given to the Job Steward to carry out their duties.
- (b) Where projects are interrupted, Job Stewards will not be discriminated against on the resumption of work on the project. Necessary interpretations will be referred to the Joint Labour-Management Committee (Article 35).
- (c) 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.
- (d) 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.
- (e) 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.

**ARTICLE 14: ROOM AND BOARD****14.01 Room and Board Conditions:**

The following room and board conditions shall apply to all employees with the exception of local residents as defined in (b) herein:

- (a) On jobs where camps are provided, room and board will be supplied in camp at no cost to the employee. Camp accommodations, when supplied, shall meet all the standards and requirements of the BC Construction Camp Rules and Regulations, 2008 – 2014 (By and Between BCYT-BCTC and CLR) as submitted to the Association and attached hereto.

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

- (b) On jobs where camps are not provided, employees who are not local residents where the work is being performed shall receive either

- (i) an acceptable standard of room and board supplied and paid for by the Employer based on reasonable receipts provided or
- (ii) an acceptable standard of room and a meal allowance based on - eighty-seven dollars and fifty cents (\$87.50) (effective May 1, 2024 - ninety dollars (\$90.00), and effective May 1, 2025 ninety-two dollars and fifty cents (\$92.50)) per day.

A local resident shall be defined as an employee who has resided at a permanent address within eighty (80) kilometers by road of the project, or where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometers.

#### **14.02 Checkout Pay:**

Any employee who is accommodated by the Employer in camps may on any weekend vacate or check out of such accommodation and the Employer shall pay them twelve dollars (\$12.00) per day. Any employee who is accommodated by the Employer in motels or hotels may on any weekend vacate or check out of such accommodation and the Employer shall pay them fifteen dollars (\$15.00) per day.

To qualify the employee must work their scheduled shift prior to the weekend and/or General Holiday and their scheduled shift after the weekend and/or General Holiday.

### **ARTICLE 15: ACCIDENT PREVENTION**

#### **15.01 Safety:**

- (a) It is understood and agreed that the Parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no employee will be discharged because they fail to work under unsafe conditions as set out in the Regulations. Any refusal of an employee to abide by known Workers Compensation Board of BC (dba WorkSafeBC) Regulations or posted Employer safety regulations, after being duly warned, will be sufficient cause for dismissal.
- (b) Any employee may refuse to work where in 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. They may not be ordered to operate said vehicle or equipment until they have been satisfied any defects have been corrected.

#### **15.02 Safety Equipment:**

The Employer will supply all safety hats (complete with suspension) on a charge-out basis at cost, such cost to be deducted from the employee's earnings and refunded at such time as the employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.

All safety equipment and clothing that is provided by the Employer under this Collective Agreement will be correct fitting for every individual body type, size, and gender when available.

**15.03 Telephone Access**

A telephone(s) shall be made available to all employees at all times for incoming and outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee except for the steward (while doing business as a Steward) shall be permitted to use a personal cell phone during working hours, excluding rest and meal breaks, in case of an emergency.

**ARTICLE 16: DISPUTES**

**Jurisdiction - B.C. Jurisdictional Work Assignments Plan:**

- 16.01 Both Parties recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rules(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia Building Trades. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- 16.02 Where the Employer makes an assignment of work to another constituent union or local union of the Bargaining Council of British Columbia Building Trades Unions (BCBCBTU), which is challenged under the Jurisdictional Assignment Plan, 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 Labour Relations Board, 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.
- 16.03 The Employer shall upon request make known their intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.
- 16.04 The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- 16.05 The Parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The Parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.

16.06 The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

16.07 Jurisdictional Assignment Plan Fund:

- (a) The Employer shall remit at the rate set forth in Schedule "A" per hour for all hours worked for all classifications covered by this Collective Agreement to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this Collective Agreement for each hour of work performed by each employee covered by this Agreement.
- (b) These monies will be remitted to the Trustees by the fifteenth (15<sup>th</sup>) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

**ARTICLE 17: 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:

17.01 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 workers 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.

17.02 In the event a grievance involving a question of discharge is not resolved in 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 a single Arbitrator shall be paid equally by the Parties. Each Party shall pay its own cost of the Arbitration.

17.03 The Union will notify CLR of any grievance filed against any Signatory Contractor that has been advanced to arbitration.

17.04 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 holidays.

**ARTICLE 18: PUBLIC RELATIONS**

18.01 The Parties 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 19: DUES**

19.01 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 (15<sup>th</sup>) day of the month following such deductions.

19.02 Working Dues Checkoff:

The hourly working dues shall be calculated at two percent (2%) of the 200 to 249 Ton Hydraulic Crane Operator hourly wage rate and shall be deducted for each hour that wages are payable and remitted to the Union not later than the fifteenth (15<sup>th</sup>) day of each month following the month in which deductions were made (this amount to be calculated to the nearest penny). Refer to Schedule "A" Employer/Employee Contributions 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 20: BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADES UNIONS FUNDING**

20.01 The Employer shall remit and will provide funding for the Bargaining Council of British Columbia Building Trades Unions at the rate set forth in Schedule "A" per hour for all hours worked. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

**ARTICLE 21: IUOE LOCAL 115 TRAINING ASSOCIATION (IUOETA)**

21.01 The Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour of work performed by each employee covered by this Agreement to the IUOETA Fund.

The IUOETA Fund shall be used to 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 Fund will be administered by the IUOETA Board established under the IUOETA.

All Operating Engineer Apprentices shall be hired through the IUOETA.

In the event any dispute arises over the required hours as provided by the Plan 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 Board.

The Employer shall notify the Administrator of the IUOETA before they discharge an apprentice or trainee in any trade classification.

**ARTICLE 22: BRITISH COLUMBIA BUILDING TRADES FUND (BCBT)**

22.01 The Employer shall deduct at the rate set forth in Schedule "A" per hour for each hour of work performed by each employee covered by this Agreement, to the British Columbia Building Trades Fund.

**ARTICLE 23: MECHANICS, SERVICEMEN AND WELDERS TOOL ALLOWANCE FUND**

23.01 The Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund.

**ARTICLE 24: CONSTRUCTION INDUSTRY REHABILITATION FUND**

24.01 The Employer shall make contributions at the rate set forth in Schedule "A" per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund. In addition, the Employer shall deduct at the rate set forth in Schedule "A" per hour for each hour of work performed by each employee covered by this Agreement, to Construction Industry Rehabilitation Fund.

**ARTICLE 25: OPERATING ENGINEERS' ADVANCEMENT FUND**

25.01 The Employer shall contribute at the rate set forth in Schedule "A" for each hour wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Advancement Fund.



**ARTICLE 26: OPERATING ENGINEERS BENEFITS PLAN AND PENSION PLAN****26.01 Benefits Plan Contribution:**

The Employer shall make contributions at the rate set forth in Schedule "A" per hour for which wages are earned on behalf of each employee covered by this Agreement to the Operating Engineers' Benefits Plan.

Such amount shall be calculated on a "per hours worked" basis.

**26.02 Pension Plan Contribution:**

The Employer shall make contributions at the rate set forth in Schedule "A" per hour for which wages are earned hereunder by each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

This contribution will be based on hours earned, i.e., time and one-half (1½X) or two times (2X) the contribution rate for overtime hours.

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 (15<sup>th</sup>) 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 or electronic means, payable at par at Burnaby, Province of British Columbia, to the Operating Engineers' Benefits Plan and Pension Plan in any form acceptable to the Union.

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.

Pension plan contributions will be pro-rated for pre-apprentices and apprentices based on the percentage of the crane operator classification they are working under.

- 26.03 The Union in consultation with the administrator, board of trustees, actuary, and consultants of the Operating Engineers Benefits and Pension Plans (the "Plans") may in the best interests of the Plan participants and beneficiaries reapportion those contributions received as provided for in the Schedule of Employer/Employee Contributions.
- 26.04 For any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement the Employer's contribution to the Pension Plan will be redirected by the Trustees to another fund.

#### **ARTICLE 27: OPERATIONAL REQUIREMENTS**

- 27.01 All work performed in those classifications listed in Schedule "A" 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.

27.02 Hoisting Equipment Apprentice - Work Scope:

- (a) There may be one (1) Crane Apprentice employed for up to three (3) Journeyperson Crane Operators employed by the Employer. There shall one (1) Crane Apprentice employed when there are four (4) Journeyperson Crane Operators employed by the Employer. There shall be one (1) Crane Apprentice employed for each multiple of five (5) Journeyperson Crane Operators. The foregoing is based on 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. The Employer shall provide the apprentice operators so working with appropriate supervision and suitable communication options.

27.03 Mechanical/Welder Apprentice:

When more than four (4) Journeypersons are employed in any branch operation a registered apprentice shall be employed.

27.04 Pre-Apprentice:

The Employer may hire an employee in the Pre-Apprentice classification for a period not to exceed six months. Employees hired in such classification will be evaluated for suitability as apprentices' subject to the following:

- (a) Before completion of three (3) months, the pre-apprentice must take the Apprenticeship Plan Assessment exam.

- (b) During the six (6) month employment period the pre-apprentice must attain and possess a valid Class 3 driver's licence with an Air Brake endorsement.
- (c) The pre-apprentice shall be paid fifty percent (50%) of the twenty (20) ton hydraulic crane operator rate of pay.
- (d) All provisions of the *Employment Standards Act* shall be applicable during the six (6) month employment period.
- (e) The employer shall provide B.C. Medical as a minimum benefit on a single status basis.

**27.05 Apprenticeship Rates of Pay for Crane Operators:**

1 to 600 seat time hours:	65% of the journeyperson's hourly rate of pay
601 to 1200 seat time hours:	75% of the journeyperson's hourly rate of pay
1201 to 1800 seat time hours:	85% of the journeyperson's hourly rate of pay

The apprentice classification system and rates of pay for other trade classifications in the collective agreement shall be based upon the SkilledTradesBC (STBC) or similar governing apprenticeship authority policies.

The apprenticeship step increases do not apply unless the apprentice successfully completes apprenticeship and is upgraded to the next higher apprenticeship level.

**27.06 In Yard Classification:**

By mutual agreement, when an employee is performing non-revenue related work in the Employer's yard, the employee shall be paid the Yardperson rate of pay as set out in schedule "A". This rate is intended to replace the "Journeyman" rates of pay and will not apply when operating a crane for hoisting, mobilizing or demobilizing.

**27.07 Rigger/Non-Operating Rate:**

When an employee is performing rigging or non-operating work outside of the yard they shall be paid at the Rigger/Non-Operating Rate. The primary operator as designated by the Employer shall not receive this rate when being paid for travel in accordance with Article 8.09.

**ARTICLE 28: MOBILE CRANE OWNERS ASSOCIATION FUND AND CONTRACT ADMINISTRATION FUND**

**28.01 Mobile Crane Owners Association Fund:**

The Employer shall contribute the rate set forth in Schedule "A" per hour worked to the Mobile Crane Owners Association Fund. The Mobile Crane Owners Association of BC may alter this amount by providing sixty (60) calendar days' written notice to the Union.

**28.02 CLR Contract Administration Fund:**

The Employer shall contribute the rate set forth in Schedule "A" 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.

- 28.03 (a) The Union shall forward all monies received in accordance with the standard remittance form utilized by the Union to the Mobile Crane Owners Association of BC and CLR respectively. 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.
- (b) 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 either Article 28.01 or Article 28.02 shall be borne by the applicable Association.
- (c) The Union shall not have any responsibility for delinquent monies from individual employers.

**ARTICLE 29: CONSTRUCTION INDUSTRY OF BC SUBSTANCE ABUSE TESTING AND TREATMENT PROGRAM (D&A POLICY)**

- 29.01 The D&A Policy, as agreed to between the BCBCBTU and CLR shall be binding upon the Parties. See LOU #3 attached to this Agreement for further information.

The Employer shall contribute the rate set forth in Schedule "A" per hour worked to the BCD&A Drug & Alcohol Program Society (D&A Society).

**ARTICLE 30: SAVINGS ARTICLE**

- 30.01 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.
- 30.02 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 31: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

- 31.01 The contributions and deductions referred to in Articles 3, 16, 19, 20, 21, 22, 23, 24, 25, 27, 28 and 29 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 Jurisdictional Assignment Plan Fund, the Bargaining Council of British Columbia Building Trades Unions Fund, the IUOE Local 115 Training Association Fund, the British Columbia Building Trades Fund, the Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund, the Construction Industry Rehabilitation Fund, the Operating Engineers' Advancement Fund, the Operating Engineers Benefits Plan and Pension Plan, the Mobile Crane Owners Association Fund, the CLR Contract Administration Fund, the D&A Society, 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.

31.02 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 holidays, the Employer has failed to pay delinquent contributions or the Employer or their Construction Labour Relations Association 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 their 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 32: COLLECTIVE AGREEMENT IMPLEMENTATION**

32.01 It is agreed and understood that all monetary and contractual changes are effective May 28, 2023 and shall be paid in full within thirty (30) days of notice from the Union.

This shall apply to all past and present employees.

All past employees shall have their retroactive cheques mailed to them, or if returned undelivered, to the Burnaby office of the Union for distribution. Unclaimed cheques shall be returned by the Union to the Employer ninety (90) days thereafter.

**ARTICLE 33: TECHNOLOGICAL CHANGE**

33.01 In the event the Employer proposes the introduction of equipment in its operations, requiring specialized training, that will impact the employment of any current employees the Employer agrees to give the first opportunity to Employees on the payroll employed under this Collective Agreement, to operate this equipment and/or train to operate the equipment. The Employer further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change.

The Employer agrees to work with the Union in order to arrange for training of Employees whose jobs no longer exist as a result of automation or a substantial change in job content. Such Employees shall have the choice of taking the training or of accepting layoff.

**ARTICLE 34: COMPETITIVE CONSIDERATION**

34.01 The Union and Association 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 Bargaining Council of British Columbia Building Trades Unions and the CLR without prior written consent of the parties.

**ARTICLE 35: JOINT LABOUR-MANAGEMENT COMMITTEE**

35.01 There shall be established during the life of this Agreement, a Joint Labour-Management Committee composed of up to three (3) members representing Employers and up to three (3) members representing the Union. This Committee shall generally administer the terms of the Agreement and shall deal with such other matters referred to it by either party.


**ARTICLE 36: DISCRIMINATION**

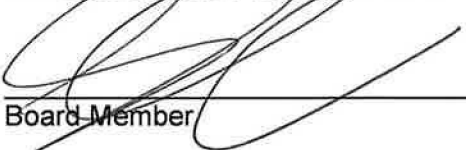
36.01 The Parties agree that discrimination under the prohibited grounds of the BC *Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

Signed this 26<sup>th</sup> day of September, 2023.

Signed on behalf of:

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC

  
Ken McCormack, President & CEO

  
Board Member

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

  
Brian Cochrane, Business Manager

  
Wayne Kemp, President

  
Josh Towsley, Assistant Business Manager

  
Frank Carr, Business Representative



## SCHEDULE "A": RATES OF PAY

	28-May-23			29-Oct-23			28-Apr-24			4-May-25		
	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP
<b>Group #1 - Crane Operator Rates - Conventional</b>												
Under 20 Ton	48.43	5.81	54.24	49.47	5.94	55.41	51.32	6.16	57.48	53.25	6.39	59.64
20 - 50 Ton	49.35	5.92	55.27	50.41	6.05	56.46	52.30	6.28	58.58	54.27	6.51	60.78
51-99 Ton	49.86	5.98	55.84	50.93	6.11	57.04	52.84	6.34	59.18	54.83	6.58	61.41
100-149 Ton	50.36	6.04	56.40	51.44	6.17	57.61	53.37	6.40	59.77	55.38	6.65	62.03
150-199 Ton	50.88	6.11	56.99	51.97	6.24	58.21	53.92	6.47	60.39	55.95	6.71	62.66
200-249 Ton	51.41	6.17	57.58	52.51	6.30	58.81	54.49	6.54	61.03	56.55	6.79	63.34
250-299 Ton	51.87	6.22	58.09	52.98	6.36	59.34	54.97	6.60	61.57	57.04	6.84	63.88
300-349 Ton	53.61	6.43	60.04	54.76	6.57	61.33	56.83	6.82	63.65	58.98	7.08	66.06
350-399 Ton	55.35	6.64	61.99	56.54	6.78	63.32	58.68	7.04	65.72	60.90	7.31	68.21
400-449 Ton	57.06	6.85	63.91	58.29	6.99	65.28	60.50	7.26	67.76	62.80	7.54	70.34
450-499 Ton	58.78	7.05	65.83	60.05	7.21	67.26	62.33	7.48	69.81	64.70	7.76	72.46
<b>Group #2 - Crane Operator Rates - Hydraulic</b>												
Under 20 Ton	47.30	5.68	52.98	48.31	5.80	54.11	50.12	6.01	56.13	52.00	6.24	58.24
20 - 50 Ton	48.24	5.79	54.03	49.27	5.91	55.18	51.12	6.13	57.25	53.04	6.36	59.40
51-99 Ton	48.74	5.85	54.59	49.78	5.97	55.75	51.65	6.20	57.85	53.59	6.43	60.02
100-149 Ton	49.26	5.91	55.17	50.31	6.04	56.35	52.20	6.26	58.46	54.16	6.50	60.66
150-199 Ton	49.77	5.97	55.74	50.84	6.10	56.94	52.75	6.33	59.08	54.74	6.57	61.31
200-249 Ton	50.63	6.08	56.71	51.72	6.21	57.93	53.66	6.44	60.10	55.68	6.68	62.36
250-299 Ton	51.48	6.18	57.66	52.58	6.31	58.89	54.56	6.55	61.11	56.62	6.79	63.41
300-349 Ton	53.19	6.38	59.57	54.33	6.52	60.85	56.38	6.77	63.15	58.51	7.02	65.53
350-399 Ton	54.86	6.58	61.44	56.04	6.72	62.76	58.16	6.98	65.14	60.36	7.24	67.60
400-449 Ton	56.57	6.79	63.36	57.79	6.93	64.72	59.98	7.20	67.18	62.26	7.47	69.73
450-499 Ton	58.27	6.99	65.26	59.53	7.14	66.67	61.79	7.41	69.20	64.14	7.70	71.84
<b>Other Classifications</b>												
<b>Tower Cranes</b>												
1. Over 10 Ton	48.49	5.82	54.31	49.53	5.94	55.47	51.39	6.17	57.56	53.32	6.40	59.72
2. Under 10 Ton	48.00	5.76	53.76	49.03	5.88	54.91	50.87	6.10	56.97	52.78	6.33	59.11
<b>Tradespeople</b>												
Welders, Electricians	47.97	5.76	53.73	49.00	5.88	54.88	50.83	6.10	56.93	52.74	6.33	59.07
Mechanics	48.47	5.82	54.29	49.51	5.94	55.45	51.87	6.22	58.09	54.32	6.52	60.84
Riggers	46.16	5.54	51.70	47.15	5.66	52.81	48.91	5.87	54.78	50.74	6.09	56.83
Drivers	45.90	5.51	51.41	46.88	5.63	52.51	48.63	5.84	54.47	50.45	6.05	56.50
Self-Erect Cranes and Man and Material Hoists	45.50	5.46	50.96	46.47	5.58	52.05	48.20	5.78	53.98	50.00	6.00	56.00
<b>Other Rates</b>												
Kangaroo 1500	48.49	5.82	54.31	49.53	5.94	55.47	51.39	6.17	57.56	53.32	6.40	59.72
Kangaroo 750	48.00	5.54	53.76	49.03	5.88	54.91	50.87	6.10	56.97	52.78	6.33	59.11
Derricks	46.16	5.54	51.70	47.15	5.66	52.81	48.91	5.87	54.78	50.74	6.09	56.83
Yardperson	41.74	5.01	46.75	42.63	5.12	47.75	44.21	5.31	49.52	45.85	5.50	51.35



**PREMIUMS****1. Crane Premium:**

On all cranes over 499 tons, the hourly rate shall be increased by two cents (\$0.02) for each ton.

**Luffing Tower Crane Over 10 Ton**

An Operator required to operate with boom length over forty (40) metres shall have their regular hourly rate increased by one dollar and twenty-five cents (\$1.25) per hour.

**2. First Aid Premium:**

When an employee is designated First Aid Person by the Employer, the employee shall have their regular hourly rate increased by the following schedule:

Level 3 – \$1.00 per hour

Level 2 – \$0.80 per hour (with transportation endorsement)

Level 1 – \$0.60 per hour

**3. Underground Premium**

On Industrial projects, Employees required to work underground shall have their regular hourly rate increased by ten percent (10%). This clause shall not apply to work within basements of buildings or open ditches.

## SCHEDULE OF EMPLOYER/EMPLOYEE CONTRIBUTIONS

	May 28, 2023	Oct. 29, 2023	Apr. 28, 2024	May 5, 2024
<b>Employer Contributions</b>				
Benefits Plan	2.85	2.85	2.90	2.95
Pension Plan	6.80	6.80	6.90	7.00
IUOETA Local 115 Training Association	0.80	0.85	0.85	0.85
Tool Allowance Fund	0.06	0.06	0.06	0.06
Rehabilitation Fund	0.04	0.04	0.04	0.04
Jurisdictional Assignment Plan Fund	0.01	0.01	0.01	0.01
OE Advancement Fund	0.17	0.17	0.17	0.17
CLR Contract Administration Fund	0.13	0.13	0.13	0.13
Mobile Crane Owners Association Fund <sup>1</sup>	n/a	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01
<b>Total Employer Contributions</b>	<b>10.92</b>	<b>10.97</b>	<b>11.12</b>	<b>11.27</b>
<b>Employee Deductions</b>				
Working Dues	1.01	1.03	1.07	1.11
BCBT Fund	0.07	0.07	0.07	0.07
Canadian Building Trades Fund	0.01	0.01	0.01	0.01
Rehabilitation Fund	0.04	0.04	0.04	0.04
<b>Total Employee Deductions</b>	<b>1.13</b>	<b>1.15</b>	<b>1.19</b>	<b>1.23</b>
<b>Total Remittances</b>				
Total Remittance ST	12.05	12.12	12.31	12.50
Total Remittance 1.5X	15.45	15.52	15.76	16.00
Total Remittance 2X	18.85	18.92	19.21	19.50

1. Effective Oct 4, 2016 the Mobile Crane Owners Association Fund has been suspended.

LETTER OF UNDERSTANDING #1

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

**RE: COMMERCIAL-INSTITUTIONAL AND RESIDENTIAL CONSTRUCTION**

Definition of Commercial-Institutional and Residential Construction shall be work other than Industrial.

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, work of a non-industrial nature which is performed on an industrial project shall not be defined as industrial construction with the following exception:

The Parties agree when Operating Engineers are assigned to operate equipment with members of another BCBCBTU affiliated union(s), members of the Operating Engineers will receive the same overtime premium as the majority of affiliated unions.

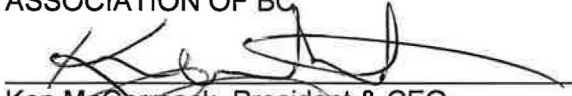
The Parties reserve the right through the process of the Collective Agreement to determine by mutual consent prior to bid closing any project not covered by Industrial Definition which might fall within that category.

Any and all work performed on an Industrial Project will be performed under the Industrial Sector unless otherwise covered by a separate agreement.

Any dispute in regard to the foregoing shall be referred to the Joint Labour/Management Committee as provided in Article 34 of the Crane Rental Agreement for resolution. If the Parties are not able to resolve the issue the matter shall be referred to Article 16: Grievances.

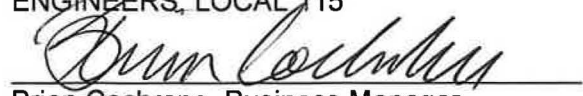
Signed this 26<sup>th</sup> day of September, 2023.

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC

  
Ken McCormack, President & CEO

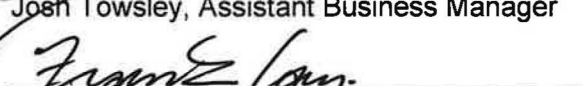
  
Board Member

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

  
Brian Cochrane, Business Manager

  
Wayne Kemp, President

  
Josh Towsley, Assistant Business Manager

  
Frank Carr, Business Representative

## LETTER OF UNDERSTANDING #2

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

**RE: COMMERCIAL-INSTITUTIONAL AND RESIDENTIAL CONSTRUCTION**

The following shall amend the Crane Rental Agreement for work which is not considered Industrial Work:

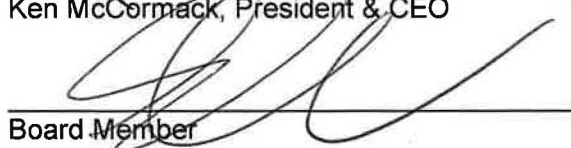
Reservations Article

The Parties signatory hereto agree:

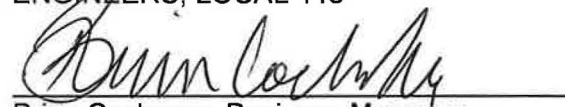


1. To waive, for the term of this Agreement, the second sentence of Article 12.06, Union Affiliation, (a): "Refusal on the part of Union Members to work with non-union workers or workers whose organization is not affiliated with the Building Trades Council shall not be deemed a breach of this Agreement".
2. The Union may trigger the use of this sentence by notifying the Employer not later than fifteen (15) days prior to the bid closing on any job.
3. This waiver is not to be misconstrued to include any work falling within the Union's jurisdiction.

Signed this 26<sup>th</sup> day of September, 2023.

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC

  
Ken McCormack, President & CEO  
Board Member

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

  
Brian Cochrane, Business Manager  
Wayne Kemp, President  
Josh Fowsley, Assistant Business Manager  
Frank Carr, Business Representative

## LETTER OF UNDERSTANDING #3

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115


**RE: ALCOHOL & DRUG TESTING PROGRAM FOR CRANE COMPANIES SIGNATORY  
TO THE OPERATING ENGINEERS LOCAL 115 CRANE RENTAL AGREEMENT**

The Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy between CLR and BCBCBTU (the "D&A Policy") shall be binding upon the Parties with the following addition in recognition of the unique risks presented by employees employed under this Agreement.

1. Pre-employment testing will be permitted for:
  - (a) All initial hires who have not worked previously under the Crane Rental Agreement.
  - (b) Any potential employee who has not worked for the crane company they are starting to work for in the last thirty (30) days.
2. Pre-employment testing will be conducted consistent with pre-access testing described in 9.03 of the D&A Policy.

Further, the Parties shall be bound by the decisions of the Policy Administration Committee of the D&A Policy. The Employer shall make contributions at the rate set forth in Schedule "A" per hour for which wages are earned on behalf of each employee covered by this Agreement to the D&A Policy.

Signed this 26<sup>th</sup> day of September, 2023.

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BC  
Ken McCormack, President & CEO  
Board MemberINTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115  
Brian Cochrane, Business Manager  
Wayne Kemp, President  
Josh Fowsley, Assistant Business Manager  
Frank Carr, Business Representative

**SCHEDULE "B": 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 the date of signing of this Agreement, the following employers have authorized CLR to bargain the new Crane Rental Agreement with International Union of Operating Engineers Local 115 and to sign such Agreement on their behalf.

1. Advantage Crane, A Division of Procrane Inc.
2. Amix Marine Projects Ltd.
3. GWIL Crane Service, Div. of GWIL Industries Inc.
4. Mammoet Canada Western Ltd.
5. Mega Cranes Ltd.
6. NCSG Crane & Heavy Haul Services
7. Sarens Canada Inc.
8. Sterling Crane, Division of Procrane Inc.

\* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 as interpreted by Arbitration Decision B.C.C.A.A.A. No. 164 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

**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 8<sup>th</sup> Avenue  
Prince George, BC V2M 1N1  
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

JT/cb *moveup*

2023-09-08 IUOE115-CLR\_CraneRentalAgreement\_CA\_2023-2026 (signing copy)