

**2001 - 2004**

**STANDARD AGREEMENT**

of the

**PILE DRIVERS, BRIDGE,  
DOCK AND WHARF BUILDERS**

**Local No. 2404 Surrey**

**The Pile Drivers Standard Agreement** for the Province of British Columbia and the Yukon Territory for –2001 - 2004.

Dated for reference the 1st day of May, 2001.

**BY AND BETWEEN:**

(hereinafter referred to as "**The Employer**")

**AND:**

**Pile Drivers, Divers, Bridge, Dock and Wharf Builders,  
Local No. 2404, Vancouver**

(hereinafter referred to as "**The Union**")

## **CLAUSE 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 a mutually agreed method 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.

## **CLAUSE 2 - DURATION**

**2.01** This Agreement shall be in full force and effect from and including May 1, 2001 to and including April 30, 2004 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, 2004 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 the Collective Agreement or a new Collective Agreement.

**2.02** 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 give notice of strike, or the Company shall give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

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

## **CLAUSE 3 - EXTENT**

**3.01** This Agreement shall be the Standard Agreement for the Province of British Columbia and the Yukon Territory and will extend to all Employers with whom the Union bargains collectively.

### **3.02 Subcontractors**

The terms of this Agreement shall apply to all subcontractors or subcontracts let by the Employer. The Employer agrees to require as a condition of subcontract that all subcontractors shall comply fully with the wages and conditions of this Agreement and recognize this Union for work under its jurisdiction. The Employer will advise the Union of the name of the subcontractor before the job commences.

### **3.03 Reservations Clause**

Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for:

- a) rendering assistance to Labour Organizations
- b) refusal on the part of Union members to handle any materials, equipment, or product declared unfair by the B.C. Federation of Labour; or manufactured, assembled or produced by an employer whose employees are on strike against or are locked out by an employer.

*Note: The following **Clause (3.03(c))** is not to be misconstrued to include any work falling within the Union's jurisdiction.*

- c) Subject to reasonable notice given to the Contractor not later than fifteen (15) days prior to the bid closing on any job, it shall not be a violation of this agreement for the Union to withdraw its members from a job-site or sites for refusal on the part of Union members to work with non-union workers.

### **3.04 Savings Clause**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.

In the event that any clause 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 either party 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.

## **CLAUSE 4 - WAGES AND HOURLY COST ITEMS**

### **4.01 Hourly Wage Rates**

Minimum hourly rates shall be as set out below:

<b>Classification</b>	<b>May 1 /01</b>	<b>May 1/ 02</b>	<b>May 1/ 03</b>
Foreman	\$31.81	\$32.10	\$32.54
Bridgeman	\$28.04	\$28.25	\$28.61
3rd - Year Apprentice (90%)	\$25.24	\$25.42	\$25.75
2nd - Year Apprentice (80%)	\$22.43	\$22.60	\$22.89
1st - Year Apprentice (70%)	\$19.63	\$19.77	\$20.03

### **Summary of Employer/Employee Contributions**

	<b>May 1 /01</b>	<b>May 1 /02</b>	<b>May 1 /03</b>
Pension Plan*	\$4.00	\$4.00	\$4.00
Health & Welfare Plan*	\$2.15	\$2.15	\$2.25
Mini Plan*	\$0.00	\$0.35	\$0.45
Joint Apprenticeship & Training*	\$0.20	\$0.21	\$0.22
Construction Rehabilitation Fund	\$0.025	\$0.025	\$0.025
<b>Total</b>	<b>\$6.375</b>	<b>\$6.735</b>	<b>\$6.945</b>
Field Dues Check-off*	\$2.52	\$2.54	\$2.56

\*NOTE: These contributions to be based on hours earned.

### **4.02 First Aid Attendants/CSO**

Employees assigned to act as First Aid Attendants, Construction Safety Officers and all employees with a valid Level 2 and/or 3 first aid ticket shall receive an additional fifty cents (\$0.50) per hour above their regular wage rate.

### **4.03 Pipes and Pipe Caissons**

Employees required to work inside pipe piles and/or pipe caissons less than 1.85 metres in diameter and more than 6.15 metres in depth shall receive prevailing rates plus ten percent (10%). Other unique situations will be discussed between the Union and the Employer.

#### **4.04 Underground**

On industrial projects, employees required to work underground shall receive prevailing rates plus ten percent (10%). This clause shall not apply to work performed within basements of buildings or open ditches.

#### **4.05 Divers and Tenders**

Divers and/or tenders working on a subcontract basis for contractors signatory to The Pile Drivers Standard Agreement must be members in good standing of the Union.

#### **4.06 Annual Vacation - Statutory Holiday Pay**

Vacation and statutory holiday pay consisting of six percent (6%) of gross earnings for annual vacations and six percent (6%) of gross earnings for statutory holidays shall be paid to the employee on every regular pay day. An employee may take up to three (3) weeks' annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the employee and the Employer.

#### **4.07 Statutory Holidays**

The recognized holidays are New Year's Day, the third Monday in February, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding British Columbia Day, British Columbia Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any such day as may be declared a public holiday by the Federal and/or Provincial Governments. No work shall be performed on Labour Day. All work performed on statutory holidays shall be paid for at double time rates.

**4.08** When a statutory holiday falls on a Saturday or Sunday, the following Monday shall be observed.

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

**4.10** When July 1st falls on a Tuesday, Wednesday or Thursday, then the holiday shall be observed on the Monday prior to such general holiday.

#### **Contributions and Deductions**

#### **4.11 Health, Welfare and Pension Plans**

The Employer shall make contributions to the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Plans at the rate of six dollars and fifteen

cents (\$6.15) per hour; two dollars and fifteen cents (\$2.15) Health and Welfare, and four dollars (\$4.00) Pension for each hour earned by each employee within the scope of this Agreement.

These contributions will be increased as follows:

	May 1/01	May 1/02	May 1/03
Health and Welfare	\$2.15	\$2.15	\$2.25
Pension	\$4.00	\$4.00	\$4.00
Mini Plan	\$0.00	\$0.35	\$0.45
Total	\$6.15	\$6.50	\$6.70

NOTE: These contributions to be based on hours earned.

**4.12** Such contributions shall be paid prior to the fifteenth (15th) day of the month following the month in which such hours were worked and shall be accompanied by a remittance report in a form prescribed by the Board of Trustees. Each monthly report and contributions shall include all obligations arising from hours worked or earned up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month. Such contributions shall be made by cheque payable to the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare, and Pension Plan at par in Vancouver, B.C.

**4.13** The Employer and the Union hereby agree to be bound by the terms of the Trust Agreement of the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Trust Fund dated the 1st day of October, 1970 and any amendment or revision from time to time. The Union agrees to become a signatory to the said Trust Agreement.

**4.14** The Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Trust Fund shall be administered by a Board of Trustees appointed in accordance with the terms of the said Trust Agreement.

**4.15 Joint Apprenticeship and Training**

The Employer shall contribute an amount of twenty cents (\$0.20) per hour for each hour earned by employees covered by this Agreement effective May 1<sup>st</sup>, 2001 and subsequent increases of one cent (1¢) per hour for each of the following years of the Agreement to the Joint Apprenticeship and Training Fund. The Fund shall be administered by two representatives, one from the Union and one from the Employer.

**4.16** The Employer and the Union agree to maintain and perpetuate the apprenticeship plan by co-operating to place apprentices each calendar year. The Employer and the Union also agree to continue the jointly administered Plan of Apprenticeship and the standards of training required shall be recognized by the parties hereto.

All apprentices employed under the terms of this agreement shall be members in good standing of the Pile Drivers Union. All apprentices shall be indentured to the

Joint Apprenticeship and Training Fund and shall be placed on jobs that will provide a full and complete apprenticeship. It is also understood that each apprentice shall be under the supervision of a foreman and/or bridgeman at all times and shall be considered as part of the crew.

**4.17 Construction Rehabilitation Plan**

An amount equal to two and one half cents (\$0.025) per hour for each hour worked by employees covered by this Agreement shall be paid monthly to the **B.C. Construction Industry Rehabilitation Fund** by the Employer in the manner set forth in **Sub-Section 5.01**.

**4.18** These monies will be remitted to the Trustees by the fifteenth (15th) 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.

**4.19 Working Dues Check-Off**

The Employer shall deduct such amounts for working dues and/or permit fees as the Union shall from time to time direct and forward same to the Union as directed by the Union in the manner set forth in **Sub-Section 4.12**. Where permit workers are obtained from the Union, dues shall be checked off by the Employer when proper authorization is presented by the employee. Each member shall submit a written authorization to his Employer as a condition of employment. These amounts are as follows:

May 1/01	\$2.52	May 1/02	\$2.54	May 1/03	\$2.56
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**NOTE:** These contributions to be based on hours earned.

**CLAUSE 5 - METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

**5.01** The contributions referred to in **Clause 4** shall be remitted monthly by cheque not later than the fifteenth (15th) day of the month following the month in which such hours were earned, together with a form supplied to Employers by the agency appointed by the Board of Trustees. The said agency shall remit monthly all such monies received to the funds and plans as provided for in **Clause 4** and may make reasonable charge for administrative expenses as determined by the agency and approved by the Trustees of the recipient funds.

**5.02** 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 the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and holidays, the Union may then request a meeting with the Employer to provide for the payment of funds.
- 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.

## **CLAUSE 6 - PAYMENT OF WAGES**

**6.01** Workers shall be paid every Friday on the job site prior to quitting time, except where the Employer is prevented from doing so by conditions beyond his control. There shall not be more than five (5) working days' holdback prior to date of payment provided that if a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Exchange charges shall be added to the cheque or otherwise provided for by the Employer.

**6.02** Where two (2) or more shifts are employed, the second and third shifts shall be paid on Thursday.

### **6.03 Pay Office**

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 him to reach his point of hire and in the event that such arrangements include an advance in cash, this shall be deducted from his final pay cheque.

### **6.04 Payroll Penalty**

In the event an Employer fails to pay wages in accord with the foregoing provisions of this section, 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.

### **6.05 Pay Slips**

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

### **6.06 Termination**

When workers are terminated, they shall be given sufficient notice to pick up their tools and personal effects before completion of their shift. Failing this, they shall be paid for one (1) hour at straight time to do so.

**6.07** If terminated after leaving the job site and it becomes necessary for them to return to pick up tools and personal effects, they shall be paid transportation and travel time as provided in **Clause 9**.

**6.08 Lay-off**

Employees shall be paid in full at the job site, or arrangements made to mail pay cheques and separation slips not later than forty-eight (48) hours, exclusive of Saturdays, Sundays and statutory holidays following lay-off.

**6.09 Wage Bond**

Before members are dispatched to any Employer who has not been signatory to **The Pile Drivers Standard Agreement** for a minimum of two (2) years, such Employer may be required to deposit a bond, suitable to the Union, up to twenty-five thousand dollars (\$25,000.00) with the **Pile Drivers Union** for use in default of payment of wages, welfare contributions, vacation pay, statutory holiday pay, or any other contributions or payments provided by **The Pile Drivers Standard Agreement**. When no longer required, such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

**CLAUSE 7 - HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME**

**7.01 Regular Hours (Single Shift)**

Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m. Five (5) days of eight (8) hours, i.e. forty (40) hours Monday through Friday, shall constitute a week's work at straight time rates of pay. The start of a work week shall be Monday at 8:00 a.m.

**7.02** On single shift operations, the regular hours shall be observed except when varied to comply with government regulations when posted or where there is good reason for varying regular hours due to climatic or transportation conditions, subject to agreement between the Employer and the Union.

**7.03** The starting and quitting times of all shifts shall be at the tool lock-up or change room.

**7.04 Compressed Work Week**

A compressed work week of four (4) consecutive days per week, Monday through Friday, at ten (10) hours' straight time per day may be established by mutual agreement between the Employer and the Union. In the event a fifth day is worked, (holidays excluded) it shall be paid at time and one-half (1½) for the first eight (8) hours.

**7.05 Boat Travel**

When employees are required to travel by boat beyond five (5) minutes each way, they shall receive travel time at straight time rates for all time spent in travelling beyond the five (5) minutes. The time spent for boat travel may be determined at a pre-job meeting between the Employer and the Union.

**7.06 Multiple Shifts Differential**

When two (2) shifts are required and continued for three (3) consecutive days or more, eight (8) hours of work shall constitute the second shift for which nine (9) hours shall be paid. When three (3) shifts are required and continued for three (3) consecutive days or more, seven and one-half (7½) hours of work shall constitute the second shift for which eight and one-half (8½) hours shall be paid. Seven (7) hours of work shall constitute the third shift for which eight and one-half (8½) hours shall be paid.

**7.07** Shift differential on straight time days shall be paid at straight time, and on overtime days at the prevailing overtime rate. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided. When an employee is required to work on the second or third shift and is an addition to the regular crew, he shall be paid at double time rates unless he completes three (3) consecutive shifts at the prevailing rate of pay.

**7.08 Starting Times**

Where more than one (1) shift is worked, the starting times of the shifts shall be:

	<u>DOUBLE</u>	<u>TRIPLE</u>
First Shift	7:00 a.m. to 3:30 p.m.	7:00 a.m. to 3:30 p.m.
Second Shift	3:30 p.m. to 12:00 midnight	3:30 p.m. to 11:30 p.m.
Third Shift		11:30 p.m. to 7:00 a.m.

unless other arrangements are made by mutual consent between the Employer and the Union. On double shift operations when hours in excess of the regular numbers of shift hours are scheduled, the starting time of the second shift will be adjusted accordingly. It is understood that the day shift must be worked and other shifts must be worked in conjunction.

**7.09 Variation in Shift Starting Times**

The starting times for any shift may be varied by up to one (1) hour either side of the regular starting times. At least three (3) consecutive shifts or, the entire term of the project if less than three (3) days, must be worked.

**7.10 Daylight Hours**

Where for the purpose of utilizing daylight hours and it is agreed between the Employer and the Local Union to vary the starting time by more than one (1) hour from 7:00 a.m.

on a two (2) shift operation, each shift shall consist of eight (8) hours' work for which nine (9) hours shall be paid.

### **7.11 Twelve (12) Hour Shifts**

When two (2) shifts of twelve (12) hours each are worked covering the twenty-four (24) hours of the day, the first shift shall be paid one-half (½) hour shift differential and the second shift shall be paid one (1) hour shift differential.

### **7.12 Rotation**

When two (2) shifts or more are required, they shall be rotated at least once every two (2) weeks. When three (3) shifts are worked, shift rotation shall be every week. Shift rotation shall be:

Days to Graveyard  
Afternoon to Days  
Graveyard to Afternoon

### **7.13 Call-out Time**

Where a worker is called out for work and no work is performed, he/she shall be paid four (4) hours, except in the case of inclement weather; then he/she shall only be paid for two (2) hours:

- a) on Regular Shifts - at straight time rates
- b) on Saturdays, Sundays and statutory holidays - at the prevailing overtime rates

**7.14** Where a worker is called out for work at any time and work is performed, he/she shall be paid a minimum of four (4) hours:

- a) on Regular Shifts - at straight time; or
- b) on Overtime Days - at the prevailing overtime rates.
- c) after the regular shift, employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rate, provided however, that the worker has reported to the job site in person in a competent condition to carry out his/her duties and provided adequate notice has not been given not to report for work. Adequate notice shall be construed as follows: where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or pre-arranged radio broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

### **7.15 Shift Guarantee**

The Employer shall pay to every employee covered by this Agreement who works in excess of four (4) hours and less than eight (8) hours in any shift, at least the equivalent of eight (8) hours at straight time for each shift, provided the employee is available for work at site except where, in the case of inclement weather, the work is suspended by the owner's engineer, then only actual hours worked shall be paid for. At no time shall an employee receive less than four (4) hours' pay under this provision unless the employee voluntarily leaves the site, in which case he/she shall only be paid for actual hours worked.

It is hereby understood and agreed by the parties hereto that if an employee works from 8:00 a.m. to sometime past midnight and is requested not to report for work until an eight (8) hour break occurs so that double time rates do not apply, then the employee will be deemed to have commenced work at 8:00 a.m.

e.g. If an employee finishes work at 2:30 a.m. and returns to work at 10:30 a.m., he/she would be paid at straight time from 8:00 a.m.

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

**7.17** In all cases, add kilometre and travel time where applicable.

## **CLAUSE 8 - OVERTIME AND MEALS**

### **8.01 Overtime**

Shift overtime worked up to two (2) hours per day, Monday through Friday (excluding holidays and Sundays), and an eight (8) hour established shift on Saturday, shall be paid at time and one-half (1½).

Work performed before 6:00 a.m. Monday through Friday and before an established shift on Saturday will be paid at double time (2x) rates.

All other hours worked outside the regular hours or the accepted variations and outside the established shift hours, shall be considered overtime until a break equal to one full shift occurs, and shall be paid for at the double time rate. When a worker has completed a call-out of four (4) hours or less in the hours between the end of the regular shift and the beginning of the next regular shift, the worker may return to work on the next regular shift at straight time (see Clause 7.15.)

**8.02** Overtime worked shall be computed daily in units of not less than thirty (30) minutes. For purposes of calculation, any portion of thirty (30) minutes worked shall be considered as thirty (30) minutes.

**8.03** Where an employee is required to accompany a pile driver or drill boat under tow, he/she will be paid for the regular hours of work as defined in **Clause 7.01** and at overtime rates where required.

**8.04 Meals**

If an employee is required to work the regular shift in excess of two (2) hours' overtime, a hot meal and coffee shall be provided by the Employer. There shall be no loss of time to the worker during this period and work shall continue. If the Employer takes the worker to a restaurant in lieu of the above, the worker shall not be considered working during that period. If the employee continues to work after this lunch or meal, he/she shall be provided with a meal at four (4) hour intervals thereafter on the same basis as provided above. Where this is impractical or under special circumstances, a meal allowance shall be included as a non-taxable benefit on the next regular pay cheque. Meal allowance shall be:

May 1 <sup>st</sup> , 2001	\$20.00
May 1 <sup>st</sup> , 2003	\$22.00

**8.05 Lunch**

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

**CLAUSE 9 - TRANSPORTATION, OUT-OF-TOWN JOBS**

**9.01** All workers hired for out-of-town jobs shall have first class transportation including meals and berth to and from the job or be paid the equivalent of his/her method to travel. First class transportation shall mean train, bus, boat, or economy class air travel. The Contractor shall choose the conveyance but travel time must be paid accordingly.

**9.02 Travel Time - Minimum and Maximum**

Travel time shall be paid to and from all out-of-town jobs (jobs on which the employee does not return home daily). A minimum of four (4) hours' travel time shall be paid to each employee. When travel time exceeds four (4) hours, then actual hours to a maximum of twelve (12) shall be paid in any twenty-four (24) hours. All travel time shall be paid at straight time rates.

If an employee is required to work on the day of travel to or from an out-of-town job then:

- a) the employee shall not receive less than eight (8) hours' pay
- b) any hours travelled during regular shifts hours shall apply in calculating

hours for shift guarantees

- c) any time worked during regular shift hours shall be paid at straight time rates; overtime shift premiums shall apply for any hours worked outside of regular shift hours.

The Employer may not require any employee, other than in exceptional circumstances and with the employee's agreement to:

- a) travel before 5:00 a.m.
- b) travel after 12:00 a.m. (midnight); or
- c) work and travel for a total of more than twelve (12) hours in a twenty-four (24) hour period. An employee may elect to take room and board if the total of work and/or travel time exceeds twelve (12) hours in a twenty-four (24) hour period.

**9.03** Workers shall be paid transportation costs and travel time to the job from the bus terminal in the city, town or village nearest their domicile. This does not apply to Local Residents as defined in **Clause 10.05**.

#### **9.04 Weekends**

On Saturdays, Sundays or statutory holidays, a minimum of four (4) hours' travel time shall be allowed. If travel exceeds four (4) hours, eight (8) hours at straight time shall be paid in each twenty-four (24) hours.

#### **9.05 Out of British Columbia**

On jobs outside of British Columbia, all conditions of this Agreement will be observed except that travel time conditions will be negotiated at a pre-job conference.

#### **9.06 Quitting**

An employee quitting a job in less than fifteen (15) calendar days at the jobsite - thirty (30) calendar days at a jobsite outside a one hundred and sixty (160) kilometre radius of Vancouver but not outside of British Columbia; thirty (30) days in the Yukon and Northwest Territories, shall forfeit transportation costs and travel time one way except in case of accident or verified compassionate grounds. Should an employee quit a job before one-half (1/2) the prescribed time for the area, he/she shall reimburse the Employer his/her transportation costs and travel time to the work, except in case of accident or verified compassionate grounds.

#### **9.07 Waiting**

Workers dispatched to a job before the job is ready shall be paid waiting time at their

regular rates until the job starts or have their transportation, travel time and meals paid to return. After the job starts, if the Employer fails to provide work and requires employees to stand by for more than two (2) consecutive shifts, the employee, at his/her option, shall

be deemed to be laid off and the cost of return transportation plus travel time and meals shall be paid by the Employer. Call-out time without work does not constitute work provided.

**9.08 Lay-off**

Employees laid off shall receive their return fare, travel time and meals. When employees pay their own fare to the job, they shall have the same returned to them on the first pay day.

**9.09** In the event that transportation is not arranged the day following termination by the Employer, employees will be provided room and board until transportation is available.

**9.10 Misconduct**

An employee who is unable to work due to an excess of alcohol or drugs may be discharged and shall forfeit return transportation and travel time.

**9.11 Christmas**

On Christmas shutdowns, all employees shall be paid return fare to point of hire, provided they return to the job. In the case of employees not returning to the job after shutdown, the provisions of **Clause 9** shall apply.

**9.12** An employee required to drive or deliver a crummy or pilot car to or from an out-of-town job shall be paid for all hours at straight time.

**9.13 Periodic Leave**

On out-of-town projects where work is scheduled six or seven days and/or an employee cannot return home daily, or travel distance is prohibitive, the Employer shall provide leave every thirty-five (35) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first-class transportation and expenses to the point of departure and back to the job.

The extent of the leave shall be for a minimum of five (5) days to a maximum of seven (7) days, 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 he/she actually returns to his/her place of departure. Living-out allowances shall not be paid during leave periods.

**CLAUSE 10 - LOCAL TRANSPORTATION OR WHERE EMPLOYEES RETURN HOME DAILY**

**10.01** The free travel zone shall be established as follows:

The Metro Vancouver area is the area extending to the exterior boundaries of West Vancouver, North Vancouver, University area, Richmond, Delta, Surrey, Aldergrove to 264th Street, White Rock, Port Coquitlam, and continuing in a direct line from the northern boundary of Coquitlam eastward to 240th Street (Albion).

**10.02** Kilometres and travel time beyond the Metro Vancouver area boundaries will be paid as follows (amount per day):

**North Side of Fraser River** **May 1/01**

Zone B		
	240th Street to McCallum Road (Silverdale)	\$18.63
Zone C		
	McCallum Road to Dewdney Bridge (Nicomen Island)	\$37.53
Zone D		
	Dewdney Bridge and East (48 to 120 km.)	\$46.98

**South Side of Fraser River** **May 1/01**

Zone B		
	264th Street to Gladwin Road (Abbotsford)	\$18.63
Zone C		
	Gladwin Road to the Sumas Canal	\$37.53
Zone D		
	Sumas Canal and East (48 to 120 km.)	\$46.98

**North to Squamish** **May 1/01**

Zone A		
	Sunset Beach boundary to halfway to Porteau	\$4.05
Zone B		
	from above to Porteau	\$18.63
Zone C		
	Porteau to Murrin Park	\$37.53
Zone D		
	Murrin Park and North (48 to 120 km.)	\$46.98

See the following Map for details of each zone.



**10.03** Outside the Metro Vancouver area and the Zones established above, payment for travelling to a job will be made to all employees as follows:

**KILOMETRES**

<b>Km. or Part Thereof</b>	<b>Vehicle Allowance May 1/01</b>	<b>Travel Time Allowance May 1/01</b>
1st	\$ 0.50	
2nd	1.01	
3rd	1.51	
4th	2.01	
5th	2.52	
6th	3.02	
7th	3.52	
8th	4.03	
9th	4.53	
10th	5.03	
11th	5.54	
12th	6.04	
13th	6.54	
14th	7.05	
15th	7.55	
16th	8.05	1.13
17th	8.53	1.83
18th	9.00	2.53
19th	9.47	3.24
20th	9.94	3.94
21st	10.41	4.64
22nd	10.89	5.34
23rd	11.36	6.05
24th	11.83	6.75
25th	12.30	7.45
26th	12.77	8.15
27th	13.25	8.85
28th	13.72	9.56
29th	14.19	10.26
30th	14.66	10.96
31st	15.14	11.66
32nd	15.61	12.36
33rd	16.08	13.07
34th	16.55	13.77
35th	17.02	14.47
36th	17.50	15.17
37th	17.97	15.88
38th	18.44	16.58
39th	18.91	17.28

40th	19.38	17.98
41st	19.86	18.68
42nd	20.33	19.39
43rd	20.80	20.09
44th	21.27	20.79
45th	21.75	21.49
46th	22.22	22.19
47th	22.69	22.90
48th	23.16	23.60

(Driver of company vehicle - travel allowance starts first kilometre.)

**NOTE:** The total of both columns is \$46.76 which represents the daily rate paid to employees travelling between forty-eight and one hundred and twenty kilometres (48 to 120 km) per day and returning home daily.

**10.04** The preceding chart indicates kilometres one (1) way to the job; i.e. twenty-fifth kilometre (25 km) charge is \$19.75.

#### **10.05 Cities, Towns and Villages**

There shall be a twenty kilometre (20 km) free zone around the cities, towns and villages excluding the Metro Vancouver area identified in **Clause 10.01**. For Local Residents, kilometres shall be paid from the boundary of the free zone of the closest city, town or village to which the worker resides. Workers employed by any contractor within an identified free zone who reside outside of that same free zone will be paid according to the kilometre chart from the closest city, town or village to which they reside, less twenty kilometres (20 km). The city, town or village in question must be within the one hundred and twenty kilometres (120 km) zone as outlined in the definition of a Local Resident.

#### **Local Resident**

A Local Resident shall be defined as an employee having resided at a permanent address within one hundred and twenty kilometres (120 km) of the job for a period of not less than 90 days prior to the commencement of the project. A Local Resident who resides in the northwest of British Columbia within the traditional jurisdiction of Local 1549, shall be defined as a Local Resident within two hundred and forty kilometres (240 km) of the job for the same period of not less than ninety (90) days prior to the commencement of the project.

**10.06** In case of the Employer providing transportation, travel time allowance only will be paid as indicated in the columns above except for the forty-eight to one hundred and twenty kilometre (48 – 120 km) zone, where the total of both columns must be paid for each day worked. For the purpose of computing kilometres, the most direct route from the closest point in the free zone to the job will be used and this for one (1) way only. Transportation and travel allowance as stated in **10.03** is for the return fare.

### 10.07 Options

Beyond forty-eight kilometres (48 km) and within a one hundred and twenty kilometres (120 km) limit, an employee may elect to accept room and board as provided by the Employer or to receive the equivalent amount for forty-eight kilometres (48 km) as per the kilometre and travel time chart for each day worked. Once the employee has exercised such option, no change shall be permitted unless agreed to by the Employer.

This option is restricted to local residents regardless of whether the accommodation is a camp, hotel, motel or similar.

**10.08** Employees required to change locations within regular working hours shall be paid as if working and if using their own vehicle, shall be paid an additional twenty-five cents (\$0.25) per kilometre to the new location. If this change of location via his/her own vehicle requires that the employee finish a shift in a zone other than that which he/she started in, he/she shall also be entitled to one-half (½) of the daily zone premium of the highest paid zone involved.

**10.09** Should the Employer move employees from one out-of-town job to another in the same geographical area, travel time will be paid as if working, provided that the move is made during the work week.

If the move is made to a different job and different accommodation after a weekend break where the employees have returned home, then **Clause 9** shall apply (as for a new job).

### 10.10 Crummy Supplied

When employees are accommodated by the Employer in a hotel, motel or similar, or when employees are required to travel on a private road, resource road or access road, company supplied transportation shall be provided from a designated marshalling point to and from the jobsite.

On L.O.A. projects the driver will not be entitled to mileage as per **Clause 10.11**.

### 10.11 Crummy

When a company vehicle is used to transport workers to and from jobs, it shall meet **B.C. Vehicle Safety Standards** and comply with **Workers' Compensation Board Regulations**. The passenger compartment shall be enclosed, heated, with proper ventilation and fixed seats. There shall be no construction equipment or supplies placed in the passenger compartment while employees are being transported. When the majority of workers transported are members of this Union, the driver must be a member of this Union. If a member of this Union is required to drive this vehicle, his/her travel time shall be computed from the first kilometre, seventy-one cents (\$0.71) per kilometre commencing May 1, 2001.

## 10.12 Camps

Where camps are maintained and the distance to the work area exceeds three hundred and eight metres (308 m) from the camp, transportation to and from the work area shall be provided in vehicles conforming to the **Workers' Compensation Board Regulations**.

## 10.13 Camps, Hotels and Motels Free Zones

In hotel, motel and camp accommodation there shall be a twenty kilometre (20 km) free zone in order to facilitate single room accommodation. Beyond the twenty kilometre (20 km) free zone, travel time shall be paid one way at seventy-one cents (\$0.71) per kilometre to a maximum of forty-six dollars and seventy-six cents (\$46.76).

## 10.14 Daily Air Travel

If employees are transported daily to work and return by airplane, kilometres shall be paid to the point of departure in accordance with the **Local Transportation Clause** and travel time shall be paid at straight time rates from the designated time of departure until return to the point of departure except for working hours.

## 10.15 Riding the Rig

It is illegal to travel outside any harbour on pile drivers or tug boats and members are subject to a fine for travelling thereon. Since a line drawn between Point Atkinson and Point Roberts is designated as the dividing line; all travel outside of that area shall be by passenger service.

# CLAUSE 11 - ROOM AND BOARD

## 11.01 Camps

On jobs where camps are provided, room and board shall be supplied in camp at no cost to the employee. Camp accommodations, when supplied, shall meet all the standards and requirements of the **B.C. Building Trades Council's Camp Rules** as submitted to the Employer.

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

**11.03** In areas where no camps are provided, the Employer shall supply to every employee covered by this Agreement, free room and board. Complaints will be referred to the Union office by the Job Steward.

## 11.04 Single Rooms

These accommodations shall provide single room accommodation for each employee.

**11.05** Where the Employer is unable to provide single room accommodation, a pre-job meeting between the Employer and the Union shall be held prior to the commencement of the project in order to arrive at a suitable arrangement for accommodations and travelling time allowances.

**11.06** No employee shall accept any payment in lieu of free room and board in these areas except as provided for elsewhere in this Agreement or by Letter of Understanding.

**11.07 Weekend Check-out**

Any employee who is accommodated by the Employer in camp may, on any weekend, vacate or check out of such accommodation and the Employer shall pay him/her twelve dollars (\$12.00) per day. Any employee who is accommodated by the Employer in hotel/motel may, on any weekend, vacate or check out of such accommodation and the Employer shall pay him/her fifteen dollars (\$15.00) per day. The employee must turn in his/her meal ticket or sign a check-out in advance.

**11.08** To qualify, the employee must work the scheduled shift prior to the weekend or statutory holiday and the scheduled shift after the weekend or statutory holiday, unless arrangements to the contrary are agreed upon between the employee and the Employer.

**11.09 Hot Lunch**

Employees accommodated in camps shall be provided with a hot meal at mid shift if they are able to do so within the time limits allowed for the meal period and providing the work is on the same site as the camp and other trades on the project are provided a hot meal.

## **CLAUSE 12 - WORKING CONDITIONS**

**12.01 Tools - Employer**

The Employer will furnish all heavy tools, peaveys, crosscut saws, hammers, wrenches and augers, including power driven, and all tools necessary for handling steel forms. All Employer's tools broken on the job shall be replaced by the Employer and all tools taken out and returned in the Employer's time.

**12.02 Tools- Employee**

The employee shall supply the following tools:

claw hammer, steel square, level, sixteen metre (16 m) steel tape, three metre (3 m) pocket tape, thirty centimetre (30 cm) crescent wrench, tin snips, hand saws, hand axe, hacksaw, marlin spike, tip cleaners, wire brush, and chipping hammer.

Employees assigned to work on wood forms, hand rails, or similar work shall have their saws sharpened as required at the Employer's expense.

**12.03 Lock-up and Toilets**

Suitable accommodation for meals and a place for employees' tools and clothing shall be provided by the Employer on all jobs. Such lock-up shall have tables, benches, adequate lighting, ventilation and provision for continuous twenty-four (24) hours per day heat for drying clothing. It shall be kept clear of construction materials and equipment and shall be for the exclusive use of the pile drivers' crew. Where flush toilets are not available, portable facilities must be provided. Waterless hand cleaner and paper towels shall also be provided on all jobs for employees' clean-up.

#### **12.04 Gear Insurance**

Where such accommodation is provided on land or water, the Employer, in case of fire, burglary or marine wreck (as defined by the **Insurance Act**) shall protect the value of such tools and clothing up to a total of five hundred dollars (\$500.00), provided however, that each employee, when reporting for work, deposits with the Employer a complete list of all tools and clothing which he/she brings on the work site. Such list to be updated once per year.

#### **12.05 Tool Insurance**

All employees are guaranteed that while employed on the job site, project or place of business of the Employer, the employees' tools will be insured. The insurance covers fire and burglary or loss when working over water or such other areas where tools cannot be retrieved. In the event of loss, the Employer agrees to replace the tools. When commencing employment, the employee shall submit to the superintendent or his representative an inventory of the tools brought on the job. The inventory list shall be signed by the Employer's representative and the employee. Coverage will commence at the date of the filing of the inventory with the Employer. The employee shall ensure that the inventory is current. An affidavit may be requested by the Employer from the employee claiming the loss.

#### **12.06 Drinking Water**

Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided.

#### **12.07 Telephone**

Telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes and incoming messages shall be relayed immediately.

#### **12.08 Lunch Period**

Lunch periods shall be at mid shift.

## **12.09 Coffee Breaks**

Two (2) breaks of ten (10) minutes each but not more shall be allowed during the regular shift. Time of these breaks shall be mutually agreed upon and the entire crew may take the break simultaneously. Where work is scheduled for a period of ten (10) hours, a third rest break will be taken at the end of eight (8) hours.

## **12.10 Lighting**

Adequate lighting shall be provided at night.

**12.11** No Union member, while on the Employer's payroll, shall engage in work in the construction industry beyond the Employer's requirements, provided he/she is employed for the maximum regular hours permitted by this Agreement.

## **12.12 Protective Clothing**

In accordance with the regulations of the **Workers' Compensation Board**, all safety equipment shall be provided by the Employer. Employees are responsible for maintaining all equipment issued to them. Employees who fail to return this equipment in reasonable condition, subject to normal wear, may be charged for the item at cost. These items shall include noise suppressors, respirators, rigging belts, tool belts, life jackets, coveralls (where air and/or diesel hammers or creosote are present), high visibility vest, chainsaw pants, rigging gloves. For welders, welding gloves, protective leather jackets, goggles, helmets (including the special hard hat), standard and magnifying lenses for the helmets.

## **12.13 Welder Retest**

When welder employees require a retest, this shall be done whenever possible during regular working hours.

## **12.14 Crews**

The minimum number of workers required to form a crew shall be as follows:

- a) Pile driver; water rig, fixed leads, donkey powered.  
*1 foreman plus 3 bridgemen (with follower)*
- b) Pile driver; skid rig, donkey powered.  
*1 foreman plus 3 bridgemen*
- c) Pile driver; floating derrick rig, on-board fixed or mobile crane, with A-frame or moonbeam leads or hanging leads from boom.  
*1 foreman plus 2 bridgemen*
- d) Pile driver; on land, crawler or truck crane.  
*1 foreman plus 1 bridgeman*

- e) Pile driver; on land, compacto rig.  
*1 foreman plus 1 bridgeman*
- f) Pile driver; on land, Franki rig.  
*1 foreman plus 1 bridgeman*
- g) Submarine drill rig, when used for drilling, blasting, and dredging or for pile holes.  
*1 foreman plus 1 bridgeman (powderman)*
- h) Air-trac or churn drill when used for foundation piles, on land or water.  
*1 foreman plus 1 bridgeman*
- i) Rotary drill rig (auger or tri-cone), soil densification, vibro floatation and wick drains.  
*1 bridgeman*

It is also understood and agreed that a shortage of the above minimums in any crew will not result in an interruption in the work. The Employer will have twenty-four (24) hours in which to fill a vacancy in the crew and sufficient time on out-of-town jobs. Should it become necessary to review the above minimums due to changes in equipment, work methods or requirements, then a meeting will be convened between the parties to resolve the issue. If the issue is not resolved, then the matter shall be referred to arbitration as provided for in this Agreement.

**12.15** Under no circumstances shall there be less than one (1) bridgeman and one (1) foreman during the operation of the pile driver for driving and pulling piles.

**12.16** Complaints regarding shortage of workers to a crew shall be dealt with by the Business Agent and management of the firm involved, without delay. There shall be no discrimination against any employee covered by this Agreement for complaints filed with the Union with reference to shortage of crews.

**12.17 Crew Foreman**

Each crew engaged in driving or pulling piles must have a designated foreman who is a member of the **Pile Drivers' Union** and is paid in accordance with **Clause 4.01**.

When a crew is engaged in work other than driving or pulling piles, one member of the crew must be designated and paid as a foreman to direct the work.

**Exclusions to the above will be as follows:**

- a) when an employee is directed to perform work by him/herself
- b) when two (2) employees are directed to perform work in the Employer's yard where supervisory personnel are present

- c) when a crew is split to perform different tasks on the same job site and are under the supervision of their usual foreman
- d) when a crew is split to perform different tasks on different job sites for a period not exceeding one shift.

### **12.18 Compassionate, Paternity or Adoption Leave**

Employees working on out-of-town jobs where room and board are provided, or employees who return home daily, will be eligible for compassionate, paternity or adoption leave. Such leave on out-of-town jobs to be by mutual agreement, whereupon the employee will receive only his/her fare both ways.

The employee will provide the Employer with reasonable notice before such leave, and no employee shall be laid off or otherwise adversely affected in his/her employment because of such leave. When an employee decides to return to work and a job is available, the employee shall provide the Employer with reasonable notice of his/her return.

## **CLAUSE 13 - UNION SHOP**

**13.01** When pile drivers are required, competent Union members in good standing shall be hired. When competent Union members are not available, then the Employer may obtain pile drivers elsewhere and they shall clear with the Union before going to work, it being understood that they shall join the Union within ninety (90) days, provided they meet Union Tradesmen Qualifications, or be replaced by competent Union members when available, at the expense of the Union. It shall be the duty of the Employer to hire and discharge employees. It shall not be the duty of the Employer to induce non-members to join the Union. There shall be no hiring at the job site.

**13.02** Within ninety (90) days of becoming a member of the Union, each applicant shall be required to pass a trade qualification test; or be indentured to the apprenticeship plan.

### **13.03 Hiring and Dispatch**

#### **a) Name Request**

When bridgemen and pile drivers are required, foremen excepted, they will be dispatched by the respective local Union. The Employer will be allowed to rehire by name request, members who have worked for the Employer within the previous twelve (12) months.

The Employer will have the right to name request foremen provided they are members of the **Pile Drivers' Union**. When a member is name requested as foreman, he/she must remain as foreman for the remainder of the job or until there is a reduction in force.

A member will not be eligible for name request while employed by another Employer signatory to this Agreement.

**b) Local Residents**

Not less than fifty percent (50%) of the crew, excluding foremen, on any job shall be composed of local residents, provided they are available when required.

**c) Late Dispatch**

Where the Employer requests the dispatch of an employee as a replacement for:

- (1) an absentee
- (2) an employee excused due to illness
- (3) an employee excused due to an authentic compassionate reason

the Employer agrees to pay the replacement for the full regular shift provided the replacement reports to the job:

- (i) within two (2) hours of the shift starting time, or
- (ii) within two (2) hours of the time of the requested dispatch if the time of reporting is before mid-shift.

This applies only to the circumstances described herein.

## **CLAUSE 14 - JOB STEWARDS AND BUSINESS AGENTS**

**14.01** Job stewards shall be recognized on all jobs and shall not be discriminated against. The Employer shall be notified by the Union of the name or names of such job stewards and in the event of a layoff, or reduction of the work force, such job stewards shall, at all times, be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the job steward to carry out his/her duties.

**14.02** Business Agents shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or foreman; however, in no way shall he/she interfere with the employees during working hours unless permission is granted.

**14.03** In the event of a Grievance or any question arising out of the Agreement or interpretation thereof, the matter shall be referred to the Employer concerned before a decision is made by the Union officials.

**14.04** The Employer agrees to supply the local Union once a month with a list of all employees and sub-contractors on the request of the Business Representative.

## **CLAUSE 15 - ACCIDENT PREVENTION AND SAFETY**

### **15.01 Safety on the Job**

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 a worker to work or continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.

**15.02** In the event an employee, after reasonable caution, is guilty of non-observance in the wearing of hard hats and life jackets, contrary to the **Workers' Compensation Board Regulations (W.C.B.)**, the Employee may be discharged and shall forfeit all costs of transporting the employee to the job and from the job to point of hire. On local jobs or projects an employee shall be discharged for non-observance of the above regulations.

**15.03** All equipment, tools and material must conform and be utilized in conformity with applicable **Provincial and/or Federal Regulation, Acts and Laws**. Employer Safety Rules and Regulations shall be complied with provided they are not inconsistent with the above-mentioned.

It shall not be considered a violation of this Agreement should an employee(s) refuse to work in conditions and/or use equipment that does not meet prescribed Safety Standards and/or Regulations. Refusal of an employee to abide by the **W.C.B. Regulations** may be considered cause for dismissal.

#### **15.04 Accident on the Job**

When an accident has occurred that is properly established as a **W.C.B.** claim and the attending physician advises the Employer that the employee will have to be off work, the Employer, at his/her option, may pay return fare to point of hire, or shall be responsible for provision of free room and board, except when such is supplied by the **W.C.B.**

#### **15.05 Care of Injured Employees**

When an accident occurs to any worker on the job, the job steward shall take charge at once and care for the injured worker, thereafter reporting the accident to the Union. The Employer shall pay the job steward up to his/her full regular wages for the day while taking care of the injured worker. The injured worker shall receive not less than eight (8) hours' pay for the day he/she was injured.

**15.06** In the interests of safety, no employee shall be required to work alone in a hazardous situation over the water.

**15.07** An injured employee will be rehired by his/her last Employer when he/she is deemed fit to return to work by the **W.C.B.** and/or his/her doctor if he/she wishes to return and a job is available.

**15.08** Employees covered under this agreement will be covered by the Employer's liability insurance.

## **CLAUSE 16 - JURISDICTION**

The following work is claimed by the Union:

**16.01** The construction, reconstruction, repairing, removing and wrecking of piers, docks, bridges, floats, viaducts, snow sheds, towers, masts; coal, rock or other bunkers; hoists, all frames, derricks, trestles, hoppers, travelers; falsework pile driving, building and placing cylinders, caissons, cofferdams, retaining wall, jetties, weirs, timber docks and dry-docks; pile driving in all its branches; cutting off and capping of piles; abutments, foundations, cribbing, culverts, submarine or other work in connection therewith; the rigging and operation of all derricks, tools or the rigging and operation of all derricks, tools or machinery necessary in all the performing of any of the aforesaid work together with all welding and burning in connection therewith; all work in sewers or tunnels where any of the above machinery is used; the operation of pile drivers, derricks or mobile cranes where used in conjunction with machinery from other crafts; and the rigging, hoisting and placing of all precast and prestressed concrete beams, columns, deck slabs or other shapes on bridges, wharves and viaducts.

**16.02** The moving of a truck crane when used to spot piles shall be the work of the pile driver. When deck winches are used to spot piles it shall be the work of the pile driver.

It has been accepted practice in this industry in this area for the past forty-six (46) years to engage members of the **Pile Drivers' Union** to handle the spotting, holding and moving of any rig or machine which is being used in pile driving operations. The Employer shall assign the work accordingly.

**16.03** In addition, the following clarification of what work properly comes within the classification of pile driver has been laid down by the Executive Board of the **United Brotherhood of Carpenters** at Indianapolis.

**16.04** In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties and similar structures, the pile driver classification should continue to apply up to and including the decking thereof.

**16.05** The above paragraph does not preclude the pile drivers from work above the deck such as guard rails and other work normally done by the pile drivers, or any other work as specified by the **District Council of Carpenters**.

**16.06** On all pile driving and caisson work on land and water, the pile driver classification should apply.

**16.07** In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the pile driver classification should apply.

**16.08** In the construction of concrete or steel bridges over land, the pile driver classification should apply to the driving of the piles and/or caisson work including the forms required for the capping of the piles or caisson. The capping of the piles herein interpreted as being that concrete, wood or other material resting on top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the "capping" is called the "girder". The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleaves, interchanges, etc.

**16.09** In the construction of concrete or steel bridges over water\* the pile driver classification shall apply up to and including all of the form work to the top of the column, piers or abutments supporting the steel and/or any other superstructure.

\*The column or abutments in water and at the water's edge or the first column or abutment on land adjacent to water's edge shall come under the pile driver classification;

\*includes rivers that are dry in season;

\*includes a dry by-pass designed to carry flood waters;

\*includes ravines or depressions which carry water during spring runoff;

\*includes man-made canal or aqueduct;

\*"concrete or steel bridges over water" is based upon piles being driven, caissons sunk or cofferdams erected by pile drivers under pile driver classification on such concrete for steel bridge foundations.

**16.10** In the erection of falsework\* when necessary for the support of work under the pile driver classification, then such falsework shall fall within their classification. False work necessary for the support of work under the carpenter classification where pile driving or power equipment is used for heavy timber false work, then such work shall come under the pile driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

\*Falsework necessary for the support of the decking of a concrete or steel bridge over water shall come under the carpenter classification.

\*Falsework for such decking is under the carpenter classification excepting where pile driving or power equipment is used.

\*Forms constructed on the ground out of 2" x 4" and 2" x 6" and 3/4" sheathing is the work of carpenters; if pile driving machinery is necessary to move such forms into place, the pile drivers shall move them and in turn the carpenters shall set or place said forms.

**16.11** In the construction of open-cut sewers, the pile driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

**16.12** Submarine drilling with compressed air driven tools.

**16.13** The setting up and dismantling of pile load tests.

**16.14** Work skiffs and/or punts are recognized as tools of the trade and shall be operated by a bridgeman when performing bridgeman's' work. This does not exclude other trades from utilizing this equipment to perform their normal duties.

**16.15** All welding, burning and fabrication of steel whalers, caps, driving frames, and cofferdam frames and splice cans on the job site or at the Employer's yard.

**16.16** All splicing, cutting, burning, welding, reinforcing, or any other modification to piles or splice cans in preparation for driving, whether performed at the job site or the Employer's yard or premises owned or occupied by another party.

Where any piling has been prefabricated for purposes other than the specific construction project for which it is to be used, such piling will not be subject to the provisions of the Union's jurisdiction.

All splicing, cutting, burning, welding, reinforcing, and attaching of tips to piles, or any other modification of pile tips where the tip is fabricated from material normally used in conventional piling (i.e., pipe or H-type piling) whether performed at the job site or the Employer's yard or premises owned and occupied by another party.

It is understood that the Union recognizes the following exceptions:

          forged or cast driving shoes and end plates, i.e. hard-bite points, Pruyn points, conical points, Oslo points, sheet pile protectors, base plates, gussets, stiffeners, or any like material that is of a catalogue nature.

## **CLAUSE 17 - GRIEVANCES**

**17.01** The purpose of this clause is to provide for the final and conclusive settlement, without stoppage of work, of all disputes between the persons bound by this Agreement respecting its interpretation, application, operation or alleged violation. This includes the question of whether the Employer has disciplined or dismissed an employee for just and reasonable cause and whether a matter is arbitrable.

**17.02** If a disputes arises, the parties agree to the following grievance procedures:

**Step 1** The employee or the worker's Union representative shall discuss the dispute with an authorized representative of the Employer. This step will be taken within fifteen (15) working days of the event giving rise to the dispute being known. Where the dispute involves a failure to pay wages or remit funds or deductions on behalf of employees, this time limit does not apply.

**Step 2** Failing a settlement at Step 1, the grievance will be set out in writing and delivered to the Employer within fifteen (15) working days of the completion of Step 1. After receipt of the written grievance, the Union and the Employer will meet within fifteen (15) working days to discuss the dispute.

**Step 3** When no Step 2 meeting has been held and the time for holding such a meeting has expired, or when a grievance is denied at Step 2, the grievance may be referred to arbitration within thirty (30) working days following the denial or the expiry of the time limit for holding a Step 2 meeting.

**17.03** Where either party to this Agreement disputes the general interpretation, application, or alleged violation of this Agreement, or an alleged violation affects more than one employee, either party may initiate a policy or group grievance within thirty (30) working days of the occurrence giving rise to the grievance being known. Such grievance will be initiated at Step 2.

**17.04** All grievances submitted to arbitration under this clause shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement of the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. An arbitrator appointed under this clause shall have the powers and authority granted by the **British Columbia Labour Relations Code** as varied or amended from time to time.

## **CLAUSE 18 - PUBLIC RELATIONS**

**18.01** The parties to this Agreement mutually undertake to do all possible to ensure that in relationships with the general public, every effort shall 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.

## **CLAUSE 19 - TECHNOLOGICAL CHANGE**

**19.01** It is understood and agreed that during the first six (6) months of the Agreement, the parties will meet and in accordance with **Section 54** of the **Labour Relations Act of B.C.**, negotiate a clause on technological change to become part of the Agreement.

## **CLAUSE 20 - ENABLING CLAUSE**

**20.01** When in the opinion of both parties it is deemed beneficial to the Employer and the Union members, the terms and conditions of the **Collective Agreement** may be modified for work coming under the **Bridgemen's and Pile Drivers' Standard Agreement**. Such mutually agreed modifications to the **Collective Agreement** shall be by **Letter of Understanding** and may be for one project, for a type of work, for a specific area or for a specific period of time.

The parties will establish workable procedures for the drafting of such **Letters of Understanding**.

Any problems or disputes arising out of the interpretation of this **Enabling Clause** will be dealt with by the enabling committee. The enabling committee will meet not later than September of 2002 to review these conditions.

## **CLAUSE 21 - MARKET RECOVERY PROGRAM**

**21.01** The parties recognize the desirability of maintaining stable industrial relations in the pile driving industry through the maintenance of fair and reasonable working conditions and job security for employees who are members of the Union.

**21.02** The parties to the **Standard Agreement 1991-93** have negotiated **Clause 20 - Enabling Clause**, which permits the Union, upon application by and consideration for the circumstances of an Employer, to modify the terms and conditions of the **Standard Agreement** in order that an Employer signatory to the **Standard Agreement** may become more competitive.

**21.03** Arrangements made pursuant to the **Enabling Clause** have allowed Employers to become more competitive in the pile driving job bidding market.

**21.04** The Union wishes to protect and advance the interests of its members by obtaining more work for them.

**21.05** **Clause 20** of the **Standard Agreement** allows for mutually agreed upon modifications.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The Union will create, maintain and administer a fund pursuant to the constitution and bylaws of the Union known as the Pile Driving Industry Market Recovery Fund (the "Fund").
2. The purpose of the Fund is to make available in appropriate circumstances funds to reduce the labour costs of Employers who employ Union members thus enabling those Employers to compete more effectively for work against employers who do not employ Union members or who do not honour the terms and conditions of the **Standard Agreement**.
3. The Union, in its sole discretion, will decide which projects qualify for advancement under the Fund.
4. The Union in exercising its discretion on a job by job basis, and without limiting the generality of the following, will consider such factors as: The number of contractors bidding the job; the nature of the job; the location of the project; the number of hours involved for bridgemen members of the Union; the availability of monies in the Fund; and the timing of the request.
5. Employers wishing to apply for advancement from the Fund must be signatory to the **Standard Agreement** and employ only members of the Union who are in good standing.
6. It is the responsibility of the individual Employer or contractor to make all necessary inquiries of the Union regarding the status of any job and whether funding will be available prior to submitting a bid.
7. The Employer agrees that it will bear all costs of preparing and submitting an application to the Fund and agrees that the Union shall bear no liability to the Contractor for such preparation regardless of whether the Contractor's bid is successful or not.
8. The parties agree that the following procedure shall be established for applications for Pile Driving Industry Market Recovery Fund advancement:
  - a) Funding will be available only to reduce the hourly labour costs of Apprentices, Bridgemen and/or Foremen members. The Employer shall submit an application to the administrator of the Pile Driving Industry Market Recovery Fund in writing on the specified form.

- b) The Union will unilaterally determine on the basis of the information supplied by the Employer whether the project qualifies for funding.
- c) The Union will notify the Employer if the project qualifies for funding and on what basis. If the applicant is the successful bidder on a designated project he shall notify the Union in writing prior to the commencement of work. The Employer will forward to the Union on a weekly basis time sheets for each member employed on the designated project. The Union will reimburse the Employer for the hours submitted within one week of receiving the aforementioned time sheets.
- d) Commitments for advancement from the Fund made to the Employer by the Union (unless designated by the Employer in writing as having been successfully bid) will become null and void at the conclusion of sixty (60) days from the date identified on the specified form.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**

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