

COMMERCIAL/INSTITUTIONAL AND  
ROADS/UTILITY  
COLLECTIVE BARGAINING AGREEMENT

AGREEMENT BETWEEN:

**DIRECTIONAL MINING AND DRILLING LTD.**

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

APRIL 4, 2003 to FEBRUARY 28, 2005

Collective Bargaining Agreement covering commercial,  
institutional, utility, infrastructure and roads.

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AGREEMENT BETWEEN:

DIRECTIONAL MINING AND DRILLING LTD.

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 115

(hereinafter referred to as the "Union")

### **ARTICLE 1 - OBJECTS**

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

**For the purpose of this agreement, the masculine shall be considered to include the feminine and the singular to include the plural.**

### **ARTICLE 2 - DURATION**

2.01 This agreement shall be in full force and effect from and including **April 4, 2003**, to and including February 28, **2005** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date February 28, **2005**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

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

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

### **ARTICLE 3 - EXTENT**

3.01 Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in the attached Schedule on work in the Province of British Columbia and the Yukon

Territory and shall be binding on the Employer and the Union and their respective successors and assigns.

Note: When working on projects which are multi-trade or defined as an industrial project/site, the Employer agrees that they shall abide by the agreement covering such work between the Union and the Construction Labour Relations Association of BC. Further, on work performed on Mainline Pipeline Projects the Employer shall abide by the terms of the agreement between the Union and the Pipeline Contractors Association of Canada.

Definition of Industrial Site: Industrial projects/sites are pulp mills, refineries, chemical plants and similar type projects and mines excluding overburden stripping, roads on site and infrastructures.

### 3.02 Sub-Contractors:

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

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

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

### 3.03 Owner-Operators:

(a) The expression "Owner-Operator" as used herein, shall mean any person who performs work within the scope of this agreement or in a classification as listed in the schedule for pay, remuneration, compensation or reward of any kind, except:

- (i) a person who comes within the job classification of heavy duty mechanic, welder, service truck operator, heavy duty greaser, or any of them;
- (ii) a person who, with respect to the person, firm or corporation who or which provides his or her pay, remuneration, compensation or reward for such work, is in the relationship analogous to that of employee to employer;
- (iii) a person who has been determined to be an "employee" pursuant to the provisions of the Labour Relations Code of British Columbia or the Canada Labour Code.

(b) Owner-Operator Audit:

The Employer will provide a list of their payables without any numbers and the Company accountant shall provide a list of Owner-Operators who were employed during the period requested.

- (c) The Employer agrees that 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 he or she is a member in good standing of the Union;
  - (ii) obtains from the appropriate office of the Union for the area in which such work is to be performed, a clearance or permit to perform such work and, in either case;
  - (iii) signs a written form of authorization, which shall be irrevocable during the period in which the owner-operator performs such work, authorizing and directing the Employer to deduct from the pay, remuneration, compensation or reward earned by the owner-operator the sum equal to that amount as outlined in Schedule "A" Total Employer/Employee contribution' for each hour worked and travelled and to remit the same to the Union to be applied by the Union in the manner described in paragraph (d) of this section.

SEE SCHEDULE "A".

- (iv) agrees that the Employer may withhold a reasonable sum pending presentation by the owner-operator of a Workers' Compensation Board clearance letter pertaining to assessments.
- (d) The Union agrees that such remittances by the Employer shall be apportioned and applied on behalf of the owner-operator as contributions to the Operating Engineers' **Benefits** Plan, the Operating Engineers' Pension Plan, the Operating Engineers' Joint Apprenticeship Plan, the Operating Engineers' Tool Allowance Fund, the Operating Engineers' Advancement Fund, and working dues checkoff and all other Funds as set out in this Agreement.
- (e) The total of such deductions made by the Employer in each month shall be remitted to the Union by the Employer not later than the fifteenth (15th) day of the following month and each such remittance shall be accompanied by an Operating Engineers' **Benefits** Plan form properly completed by the Employer. Such **Benefits** Plan form shall be provided for the Employer by the Union.

The method of deductions and remittances referred to above, shall be consistent with Article 21 of this Agreement.

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

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

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme, or device which would have the effect of circumventing or

defeating any or all of the provisions of this Agreement, or depriving any employee of employment.

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

## **ARTICLE 4 - WAGES**

### 4.01 Hourly Wage Rates:

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

### 4.02 **Benefits** and Pension Plans:

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

### 4.03 Vacation and General Holidays:

Vacation and General Holiday pay shall be accrued at the rate of ten percent (10%) of gross earnings (five percent [5%] for annual vacation and five percent [5%] for General Holidays) and shall be paid to the employee upon termination of employment, or when an employee takes his annual vacation.

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

Vacation and General Holiday pay shall be paid at least monthly and if requested, this shall be paid by separate cheque.

### 4.04 Annual Vacations

Employees who have completed twelve (12) months of continuous employment from their date of hire (excluding temporary layoff) upon request shall be entitled to a minimum of three (3) consecutive weeks' vacation. Vacation periods will be arranged by mutual agreement between the employee and the Employer.

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

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

Employees shall choose their time off for their annual vacations.

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

#### 4.05 General Holidays

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

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

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

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

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

#### 4.06 Payment of Wages:

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

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

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

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

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.

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

#### 4.07 Bonding Payroll Failures and Out-of-Province Firms:

(a) Before members are dispatched to the Employer, such Employer shall, if demanded by the Union, post a bond or an Irrevocable Letter of Credit in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each employee who will be placed on the Employer's payroll for use in default of payment of wages, **Benefits** contributions, vacation pay, General Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond or Irrevocable Letter of Credit shall, by mutual consent of the Union and the Employer concerned, be terminated.

(b) Where there has been a payroll failure by the Employer or where the Employer has failed to remit trust funds as provided for elsewhere in this Agreement, the Employer shall, upon demand by the Union:

(i) make available at the Employer's premises all payroll records to the Union for examination; and/or

(ii) post a bond in a form which shall be suitable to the Union in the amount of eight thousand, five hundred dollars (\$8,500.00) for each employee who was on the Employer's payroll during the immediately preceding six (6) months.

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

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

#### 4.08 New Classifications:

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

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

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Article 15.

#### 4.09 Higher Wage Rates:

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

#### 4.10 Lesser Rate of Pay:

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

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

#### 5.01 Regular Hours:

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

#### 5.02 Shifts:

When a second shift is required and continued for three (3) consecutive days or more, eight (8) hours of work shall constitute the second shift for which eight and one-half (8 1/2) hours' pay will be paid.

When a third shift is required and continued for three (3) consecutive days or more, eight (8) hours of work shall constitute the third shift for which nine (9) hours' pay will be paid.

Shift differential on straight time days shall be paid at straight time and on overtime days, at the prevailing overtime rate. All hours worked in excess of the established eight (8) hours on additional shifts, shall be paid for at overtime rates. 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 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 has been reached with the Union.

#### 5.03 Shift Rotation:

Where two (2) or more shifts are required, they shall rotate every two (2) weeks where practical: i.e., it is not intended that rotation would apply where there is no counterpart or cross shift.

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

5.05 Variations:

All work done outside of the hours mentioned in Article 5, section 1 and Article 5, section 2 above shall be considered overtime EXCEPT:

- (a) When working hours are changed to obey fire prevention regulations made under the "Forest Act"; or
- (b) Where 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 the Employer representative and a person designated by the Union.
- (c) Where, for the purpose of utilizing daylight hours, it is agreed between the Employer and the Union to vary the starting time from 8:00 a.m., each shift shall consist of seven (7) hours' work for which eight (8) hours shall be paid.
- (d) On paving projects where a single shift is established which encompasses part of the second shift and part of the third shift, the shift differential shall be two (2) hours.
- (e) Employees shall decide on such variation per the provision in paragraph (b) above.

5.06 Call-Out Time:

Where an employee is called out for work and no work is performed, the employee shall be paid one (1) hour at the applicable hourly rate.

It is understood that an employee starting work shall receive not less than two (2) hours' pay whether or not the job is suspended due to inclement weather:

- (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, then that employee shall be paid a minimum of:
  - (i) On regular shifts, two (2) hours at straight time;
  - (ii) On overtime days, two (2) 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 rate;

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

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

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

The Employer shall pay to each employee covered by this agreement who works in excess of:

- (a) two (2) hours and up to four (4) hours - four (4) hours minimum;
- (b) four (4) hours and up to six (6) hours - six (6) hours minimum; and
- (c) over six (6) hours - eight (8) hours minimum.

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

- (d) Where an employee reports at the request of the Employer, and performs work at overtime rates prior to the regular starting time, such time will be considered as overtime only, and not considered in calculating the daily minimums under this Article.

## **ARTICLE 6 - OVERTIME**

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

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

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

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

6.02 Provision of Meals on Overtime:

When employees are required to work extended daily hours in excess of ten (10) hours, the Employer shall be required to provide a meal at no cost to the employees, for those involved. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (1/2) hour and this break shall occur not more than six (6) hours after the last meal time.

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

- 6.03 Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate, and shall be given one-half (1/2) hour to consume lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.
- 6.04 It is agreed that no employee shall be deprived of a hot meal by reason of working overtime, where the Employer is providing room and board.

## **ARTICLE 7 - TRANSPORTATION**

- 7.01 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.
- 7.02 Employees supplying their own transportation from point of hire to job sites where public transportation is not available for the entire distance, shall be compensated as follows:

Public transportation fares for the portion covered by public transportation and on a mileage basis as set out in Article 7, 12(a) Local Transportation for the portion where no public transportation is available.

- 7.03 When an indentured apprentice is required to fulfill the annual schooling portion of his apprenticeship program, he shall receive fare and travel as per Article 7 - Transportation.
- 7.04 If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.
- 7.05 If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation and meals shall be paid by the Employer.
- 7.06 If an employee quits or is discharged when having on the job thirty (30) calendar days, return transportation and meals shall be paid by the Employer. Travel time shall be paid in accordance with this article.

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

- 7.07 When an Operating Engineer is required to provide mechanic's tools, all cost of transporting such tools to and from the job shall be borne by the Employer, subject to the same conditions as govern transportation.
- 7.08 If the Employer fails to provide work and requires an employee to stand by for more than two (2) consecutive shifts, the employee, at his or her option, shall be deemed to have been laid off, and the cost of return transportation, meals, and a sleeper if night travel is necessary, and travel time shall be paid by the Employer.

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

- 7.09 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.

- 7.10 On projects of over fifty (50) calendar days duration, employees who are receiving room and board or a living-out allowance shall be eligible for leave after being on the project for thirty (30) calendar days. A maximum of four (4) days leave shall be granted at least once every forty-five (45) calendar days.

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

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

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

7.11 Bereavement Leave:

In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with pay for eight (8) hours at straight time. Immediate family means spouse, mother, father, brother, sister, children, mother-in-law, father-in-law and grandparents.

7.12 Local and Daily Transportation:

- (a) On all jobs or projects where employees who reside within 120 km and are required to utilize their own transportation to travel to and from the job or project, the following travel formula shall be used to compute travel costs:

0 – 80 km 75¢ per hour shall be added to the employee's hourly rate of pay.

81 – 100 km \$2.00 per hour shall be added to the employee's hourly rate of pay.

101 – 120 km \$3.00 per hour shall be added to the employee's hourly rate of pay.

In the event the employer provides transportation, no travel shall be paid.

**No travel time to be paid within Metropolitan Vancouver. (i.e. Vancouver to Abbotsford inclusive)**

- (b) For those employees using their own vehicles on all new grading and reconstruction projects where travelling would be required on an unfinished grade, then a marshalling point or points shall be established between the Employer and the Union Business Agent and the Employer shall provide transportation to and from the marshalling point and the employee's work station.

As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage, and operated in compliance with Worker's Compensation Board Regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union, (prior to commencement of the project) within the eighty (80) km. (fifty [50] road miles) distance called for above, and that the time spent in travelling to and from such marshalling point or points to the jobsite will be done during regular hours, and while the employee is on the payroll.

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

(c) Camps:

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

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

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

## **ARTICLE 8 - OPERATING ENGINEERS' APPRENTICESHIP AND UPGRADING FUND AND PLAN**

The Employer shall make contributions at the rate of thirty cents (30¢) per hour for each hour worked hereunder for each employee covered by this Agreement to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

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

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

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

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

## **ARTICLE 9 - MECHANICS, SERVICEMAN, TOOL ALLOWANCE FUND**

The Employer shall make contributions at the rate of five cents (5¢) per hour for each hour worked hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics Tool Allowance Fund.

## **ARTICLE 10 - WORKING CONDITIONS**

- 10.01 Lunch periods shall be at mid-shift.
- 10.02 The Employer shall allow each employee two (2) breaks of ten (10) minutes each, but not more in a work shift. Time of breaks shall be mutually agreed upon.
- 10.03 Essential protective clothing including welder's gloves, protective vests or leather jackets, noise abatement devices, and rainwear shall be supplied at no charge to the employee. In the event that an employee does not return the foregoing items supplied 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.
- 10.04 Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside, and cleaned out daily. Toilet paper will be provided.
- 10.05 Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months.
- 10.06 If requested by the Union or employee, the Employer will provide within three (3) calendar days, a termination slip which shall state the reason for the employee's termination and whether or not he is eligible for rehire.
- 10.07 Adequate time will be allowed prior to quitting time for picking up tools.
- 10.08 A lock-up shall be provided for employees for drying clothes, and dressing room, as well as lunch room. The lock-up shall have tables, and benches with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia. Additional shelters shall be provided for employees to eat their lunch as may be required.

- 10.09 In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00).

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

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

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

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

- (b) Employees entitled to receive coveralls as provided herein may obtain an additional change of coveralls in any one week providing the condition of the coveralls requires a change. The shop foreman shall use discretion in authorizing the additional change.
- (c) All shops shall provide adequate clean-up facilities.
- 10.11 The Employer shall pay the cost of obtaining operators' licences other than those required under the Motor Vehicles Act for employees covered by this Agreement. **Employees must pass the course in order for the Employer to cover the cost.**
- 10.12 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.
- 10.13 Each employee being terminated will be given one (1) hour's notice of termination by the Employer or one (1) hour's pay allowed in lieu thereof. Heavy duty mechanics and apprentice mechanics may utilize this hour to gather together their tools and put them in shape for their next job.
- 10.14 On out of town projects when a mechanic leaves the employ of the Employer, the Employer shall be required to pay cost of shipping mechanic's tools. Tools shall be shipped within forty-eight (48) hours of the employee leaving the employment, subject to the same conditions as govern transportation.

10.15 Where an employee is involved in an accident while on the job and as a result is unable to perform the work, that employee shall receive a full day's pay for the day of the accident.

10.16 Special Conditions - Underground:

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

10.17 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.

10.18 Telephones:

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

## **ARTICLE 11 - UNION SHOP**

11.01 Dispatch Offices:

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

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

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

11.02 Hiring:

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

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

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

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

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

Apprentices and trainees as required shall be hired through and in accordance with the Joint Apprenticeship Plan as outlined in Article 8 of this Agreement.

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

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

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

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

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

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

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

- 11.04 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-union workers shall not be deemed a breach of this Agreement.

- 11.05 It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair or to work with or to receive from any persons or firms who are considered unfair.

**11.06 The parties agree that the above noted section allows the Employer to hire new employees into the Union if the union is unable to dispatch an experienced person for the job.**

## **ARTICLE 12 - JOB STEWARDS**

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

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

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

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

- 13.02 On jobs where camps are not provided, employees who are not local residents where the work is being performed, shall receive first class room and board supplied and paid for by the Employer or, where practical, an amount of subsistence allowance may be mutually agreed to between the Employer and a Members' Representative of the Union at a pre-job meeting and shall include the cost of first class room and board and any daily travel allowances involved.

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

A local resident shall be defined as an employee who has resided at a permanent address within eighty (80) km. by the shortest road route of the job for a period of sixty (60) days prior to the commencement of the project.

Failure of the Employer and the Members' Representative of the Union to agree upon an amount of subsistence allowance, then the Employer shall supply first class room and board at no cost to the employee. Accommodations when supplied shall meet all the standards and requirements of the B.C.Y.T. Camp Rules and Regulations.

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

**It is agreed and understood that if an employee is requested to vacate his/her room during weekend checkout, adequate storage shall be provided for storage of belongings.**

13.06 Christmas Holiday Season:

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

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

Otherwise the contractor is liable for transportation and travel time payments in accordance with Article 7 of the Collective Agreement.

## **ARTICLE 14 - ACCIDENT PREVENTION**

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

it is improperly loaded. The employee may not be ordered to operate said vehicle or equipment until he/she has been satisfied any defects have been corrected.

- 14.02 The Employer will supply all safety hats and liners at no cost to the employee provided the employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.
- 14.03 The Head Job Steward, or where there is a Safety Committee, a Union Representative of this Committee, shall accompany the Compensation Board Inspector on all project inspections.
- 14.04 Copies of the minutes of Safety Meetings shall be forwarded promptly each month to the respective Union Office.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

- 15.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:

Step A - The employee or the Union, together with such person or persons as the employee or the Union may wish, shall take the matter up with the Company within thirty (30) calendar days.

Step B - Should a solution not be reached by Step A, then a members' representative of the Union, accompanied by the employee if the employee or members' representative so wish, shall discuss the matter with the Company. If a solution is reached, this shall be final.

Step C - If an agreement is not reached under the provisions of Step B above, upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board, or other body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) days of appointment, the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company. The parties may agree that the recommendation rendered at this Step will be binding on both parties. If a solution is reached, this shall be final.

- 2. Grievance - Time Limit Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, (exclusive of Saturdays, Sundays and General Holidays), in writing, require the Company to give him the reasons for his discharge or suspension and the Company will give such reasons to him, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of such an employee, only the reasons so set forth in writing, shall constitute cause.

3. Section 87(1) Grievances pertaining to discharge and suspension will not be processed under Section 87(1) of the Labour Relations Code of BC unless there is mutual agreement between the Parties.

## **ARTICLE 16 - ARBITRATION**

16.01 If the procedures set forth in Article 15, Step A and Step B, do not result in a solution being reached within seven (7) days of the first discussion between a members' representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows or if mutually agreed a single arbitrator:

- (a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
- (b) The Party receiving the notice shall within five (5) days appoint a member for the Board and notify the other Party of its appointment.
- (c) The two (2) Arbitrators so appointed, shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour of British Columbia to appoint such third member.
- (d) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the Parties may extend the time by agreement in writing.
- (e) The Parties may mutually agree that a sole arbitrator be appointed in place of a three (3) person board. The decision of the sole arbitrator shall be deemed to be the decision of the Board and shall be final and binding. All expenses incurred by the sole arbitrator shall be paid equally by the Parties. Each Party shall pay its own costs.

16.02 If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all rights, benefits and privileges which would have been enjoyed if the suspension or discharge had not taken place, or if the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Company and paid all pay which would have been enjoyed and accorded all rights, privileges and benefits which would have been enjoyed if the employee had been hired at the proper time provided, that if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Article, less any expenses which the employee has incurred in order to earn the wages so deducted, AND PROVIDED THAT the Arbitration Board if circumstances are established before it, which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Company to pay less than the full amount of wages lost.

- 16.03 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 16.04 If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.
- 16.05 The expenses and remuneration of the Chairperson shall be paid by the Parties in equal shares.
- 16.06 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

#### **ARTICLE 17 - PUBLIC RELATIONS**

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

#### **ARTICLE 18 - SAVINGS ARTICLE**

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

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

#### **ARTICLE 19 - WORKING DUES CHECKOFF**

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

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

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

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

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

**ARTICLE 20 - OPERATING ENGINEERS' ADVANCEMENT FUND**

The Employer shall make contributions at the rate of fifteen cents (15¢) per hour for each hour worked payable to each employee covered by this Agreement to the Operating Engineers' Advancement Fund.

**ARTICLE 21 - METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

21.01 The contributions and deductions referred to in Articles 8, 9, 19, 20, and paragraph 5 of Schedule "A" shall be remitted monthly by cheque together with a form supplied to the Employer by the Administrator of the Operating Engineers' **Benefits Plan** and mailed not later than the 15th day of each month to the Administrator of the Operating Engineers' **Benefits Plan**. The said Operating Engineers' **Benefits Plan** shall remit monthly all such monies received to the Operating Engineers' Joint Apprenticeship and Upgrading Fund and Plan, the Operating Engineers' Tool Allowance Fund and the Operating Engineers' Advancement Fund. The said Operating Engineers' **Benefits Plan** may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan, and approved by the Trustees of the recipient Funds.

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

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

**ARTICLE 22 - RETROACTIVE PAY**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

DIRECTIONAL MINING & DRILLING LTD.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 115

\_\_\_\_\_  
Jack Maloney

\_\_\_\_\_  
Frank Carr, Members' Representative

## **SCHEDULE "A": SPECIAL PROVISIONS AND WAGES**

1. (a) Crew Leader:

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

(b) General Crew Leader:

When the Employer works six (6) or more employees on any one shift on any one project (number shall include owner operated and/or manned rented equipment) a General Foreman position shall replace the Foreman position and shall receive a premium of ten percent (10%) per hour over the hourly foreman rate of the highest classification under the Foreman's supervision.

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

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

Trainees shall be excluded when determining the ratio of a Non-Operating Foreman.

(c) Mechanical Crew Leader:

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

2. CREWS:

Crews on power shovels, draglines, clamshells, crawler cranes, trenching machines, drills (exploration, cable, core, rotary and similar types) and cable backhoes of one and one-half (1-1/2) cubic yard capacity and over shall consist of an Operator and Apprentice Trainee. It is recognized that the moving (driving) and oiling of truck or mobile cranes is the work of the bargaining unit employees. It is understood that when the Company operates more than six (6) pieces of equipment on any one project, shift or in combination thereof, a trainee operator shall be employed.

Crews on asphalt plants, crushing plants

3. MACHINE AND WORK ASSIGNMENT:

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

4. FIRST AID ATTENDANT:

When an employee is designated as First Aid Attendant by the Company, the employee shall have his/her regular hourly rate increased by the following amounts:

A Class Certificate: (if required)  
- eighty-two cents (82¢) per hour.

B Class Certificate: (if required)  
- seventy-two cents (72¢) per hour.

C Class Certificate:  
- fifty-two cents (52¢) per hour.

5. **BENEFITS AND PENSION PLANS:**

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

**Effective April 4, 2003, Benefits Plan contributions will be paid for each employee at the rate of one dollar and eighty cents (\$1.80) per hour for 140 hours per month regardless of the number of hours worked in any month. Any future increased costs in the Benefits Plan will be paid by the employer.**

The Employer shall make contributions at the rate of two dollars and fifty cents (\$2.50) per hour for **140 hours per month regardless of the number of hours worked in any month** in respect to each employee covered by this Agreement to the Operating Engineers' Pension Plan.

The Operating Engineers' **Benefits** 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 Agreements.

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

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

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

- (a) The Union is free to take the following economic action:
- (i) demand payment of the two percent (2%) per month delinquency charge as provided for in Article 21 in this Agreement; and/or
  - (ii) demand the posting of a bond or an Irrevocable Letter of Credit as provided for elsewhere in this Agreement; and

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

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

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

- (b) The Employer agrees that he shall:

- (i) pay the delinquency charges referred to in (a) (i) of this section and
- (ii) post a bond or irrevocable letter of credit referred to in (a) (ii) of this section

whenever they are demanded in accordance with the provisions as set out in this Agreement.

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

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

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

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

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

- (a) Medical surgical benefits;
- (b) Weekly indemnity benefits for non-occupational sickness and accident;
- (c) Pension Plan;

- (d) Such additional benefits as the Trustees of the Plans shall periodically determine.

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

6. EQUIPMENT ASSEMBLY:

It is agreed that the assembling and dismantling of the Employer's construction equipment described in Schedule "A" will be performed by members of the bargaining unit.

7. TOOL LIST:

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

## SCHEDULE "A" - TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS

Pension	\$2.50
<b>Benefits Plan**</b>	<b>\$1.80</b>
Apprenticeship Plan	.30
Union Dues Checkoff	.47
O. E. Advancement Fund	.15
Tool Allowance Fund	.05
TOTAL*	\$5.27

\*Total Contributions shall be based on **140 hours per month**.

**\*\*Any future increased costs in the Benefits Plan will be paid by the employer.**

## HOURLY WAGE RATES AND CLASSIFICATIONS

The wage schedule and classifications listed shall apply to all employees of the employer.

	APRIL 4 2003	MARCH 1 2004
Heavy Duty Mechanic	\$25.00	\$25.00
Welder	25.00	25.00
Serviceman	23.00	23.00
*Heavy Equipment Operator	25.00	25.00
*Intermediate Equipment Operator	23.97	24.45
*Light Equipment Operator	20.40	20.81
*Driver - Class I	22.44	22.89
*Driver - Class III	20.40	20.81
*Driver - Class IV or Class V	18.36	18.73
Carpenter	24.00	24.00
Pile Driver	24.00	24.00
Driller/Blaster	23.97	24.45
Pipelayer	23.46	23.93
Gradeperson	19.00	19.00
Labourer	18.00	18.00
Flagperson	15.00	15.00
Trainee/Apprentice	TBA	TBA
Cement Finisher	20.00	20.00
Reinforcing Steel Installer	21.50	21.50
Crane Operator	as per CLRA	as per CLRA
Climbing Crane Operator	as per CLRA	as per CLRA
Man/Material	as per CLRA	as per CLRA
Painter	23.00	23.00

\*See Definition Following:

Apprentice: means any employee who has completed a recognized pre-apprentice training program. The hourly wage rates for the apprentice shall be established by the Operating Engineers Apprenticeship Plan.

Trainee: means any employee who has completed a training course for which there is no apprenticeship program. The hourly rate and duration of training period for trainees shall be established by the Operating Engineers Training Plan of the Local Union.

Owner Operator Rates: remuneration paid to owner operators shall be exclusive of the hourly rate and benefits as provided for in this Agreement.

## **CLASSIFICATIONS:**

### **HEAVY**

Shovels, all attachments  
(under 7 yds.)

Overhead & Front End Loaders  
all types (up to and including 10 yds.)  
(Over 10 yds. and up to and including 15 yds  
- Add twenty-five cents (25¢) per hour)

Crawler Tractors (D-L and up to D-10) and similar types

Crawler Tractors D-11 and similar types  
- Add 25¢ per hour

Asphalt Plant Operator

Hy-hoe, Hopto, Hein-Werner and  
similar type excavators (under 3 yds.)

Gradalls

Rubber Tired Scrapers, all types  
(30 yds. & over)

Multi-Plant Operator (Aggregate)  
(one operator)

Crawler Tractors in tandem (one operator)

Drills over 9" exploration  
(cable core, rotary and similar types)

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### **INTERMEDIATE**

Tireman (Vulcanizing experience required)

Screening & Washing Plants  
(75 yds. per hour & over)

Concrete Spreaders or Finishing  
Machine Operators, all types & sizes

Rubber tired Scrapers (under 30 yds.)

Crawler Tractors (up to D5)

Graders

Overhead & Front End Loaders,  
all types (over 1 yd. & under 5 yds.)

Drills - 9" & under exploration  
(cable core, rotary and similar types)

Dual Articulated Rollers

2-Drum Hoists

Road Profilers (Roto Mill and similar types)

I-Drum Hoists (50 h.p. and over)

Track Curb Machine

Hydraulic Backhoes  
(Tractor Mounted)  
(1/2 yd. rated capacity & over)

Mechanical Tamping Machine (all types)

Crusher Operators

Vibratory Roller Operator (over 2 tons)

Dozer Compactor

Slurry Seal Machine

Screed Operator

Paver Operator

Skidders (Tree Farmer & similar  
type equipment)

Fork Lifts, Bullmooses, Hysters  
Straddle Carriers, (on  
construction job sites)

Screening & Washing Plants (portable types)

Concrete Paving Machines (Jaeger  
and Koehring & similar types)

Crawler Tractors D4 and D2 types

Rollers, all types (other than walk behind)

Hydra-Hammers

Hydraulic Backhoe (Tractor Mounted)  
(under 1/2 yd. rating)

Hy-Habb and A-Frame Truck

Vibratory Roller Operator  
(2 tons and under)

Boilerman, Mixerman, Burnerman

Rollerman

Huber Maintainer and similar types

Tractor Mounted Chip Rock Spreader

Pulvimixer

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## **LIGHT**

3-Drum Hoists

1-Drum Hoists  
(under 50 h.p.)

Compressors (1,000 cu. ft. & over)

Pumps (6" and over)

Concrete Mixer (1 yd. and over)

Pumpcrete & Grout Pumps and/or equivalent

Conveyor

Belt & Conveyor Type Loaders  
(Barber Greene, Kolman & similar types)

Overhead & Front End Loaders,  
including Skid Steer, all types  
(1 yd. and under)

Power Broom

Crawler Tractors, Oliver  
Cletrac, Farm Tractors

(26 h.p. & under)

Compressors under 1,000 cu. ft.

Pumps under 6"

Sheep Foot, Wobbly Wheel &  
similar compactors

- rate to be governed by type  
of towing equipment.

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**DRIVER**

CLASS I                      all drivers of units requiring a Class I license

CLASS III                    all Class III licensed

CLASS IV or V              pick up and delivery driver as required

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