



2002 - 2005

STANDARD AGREEMENT

of the

DIVERS

Local No. 2404 - Surrey

The Divers Standard Agreement **for the Province of British Columbia and the Yukon Territory for 2002 - 2005.**

BY AND BETWEEN:

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

AND:

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

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

FORWARD

It is agreed that when diving conditions change, the Divers' Agreement will be re-opened for negotiations at a time mutually agreed on by both parties of this agreement.

It is also understood and agreed that violations of this agreement by diving firms signatory to the Divers' Agreement regarding wage rates and other benefits as provided in **Clause 4** may result, pursuant to the grievance procedure, to the offending party being subject to an audit by the union's auditor and/or the posting of a cash bond which will be held by the Union in accordance with **Clause 6.09**.

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 divers in the industry, promote harmonious employment relationships between Employers and divers, 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 divers to operate to the end that waste and avoidable and unnecessary expense and delays are prevented, and promote good public relations.

CLAUSE 2 - DURATION

- 2.01** This Agreement shall be in full force and effect from and including October 1, 2002 to and including April 30, 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 April 30, 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 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 Sub-Contractors

The terms of this Agreement shall apply to all sub-contractors or sub-contracts let by the Employer. The Employer agrees to require as a condition of sub-contract that all sub-contractors 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 sub-contractor before the job commences.

3.03 Reservations Clause

Subject to reasonable notice given to the Employer, 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 Employer 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 judgment 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:

| Classification | May 1/2001 | Oct 1/2002 | May 1/2003 | May 1/2004 |
|----------------------------|--------------------|-------------------|-------------------|-------------------|
| Diving Supervisor | \$51.94 | \$52.98 | \$54.04 | \$55.12 |
| Diver | \$46.97 | \$47.91 | \$48.87 | \$49.85 |
| Standby Diver | \$34.53 | \$35.22 | \$35.92 | \$36.64 |
| Tender | \$28.10 | \$28.66 | \$29.23 | \$29.81 |
| ROV Operator | \$28.10 | \$28.66 | \$29.23 | \$29.81 |
| Apprentice* | | | | |
| 1 st six months | and/or 250 hours | 60% | 60% | 60% |
| 2 nd six months | and/or 500 hours | 65% | 65% | 65% |
| 3 rd six months | and/or 750 hours | 70% | 70% | 70% |
| 4 th six months | and/or 1,000 hours | 75% | 75% | 75% |
| 5 th six months | and/or 1,250 hours | 80% | 80% | 80% |
| 6 th six months | and/or 1,500 hours | 90% | 90% | 90% |

Based on a three (3) year apprenticeship. One (1) apprentice for every three (3) diving persons on the payroll or when using a three-man crew. The number of apprentices will be mutually agreed upon by the Contractors and the Union. A joint board will be established to look after the concerns of the apprentices, which will meet at least every six (6) months. The apprentices will be indentured to the Union.

*To be based on the rate of the classification job being worked.

(Add eighty cents (80¢) per hour for the equipment allowance for the diver, standby diver.)
 (Add fifty-four cents (54¢) per hour to the tender rate for welder premium.)

Summary of Diver Employer Contributions

| | |
|---------------------------------|-------------------|
| | Mar 17/01 |
| Pension Plan* | \$4.00 |
| Health & Welfare Plan* | \$2.40 |
| Industrial Apprenticeship Fund* | <u>\$0.45</u> |
| TOTAL | \$6.85 |
| Field Dues Check-off* | \$2.50 |

***NOTE:** Health, Welfare and Pension benefits, and working dues check-off and Industrial Apprenticeship Fund Contributions shall be paid for all hours earned, including those hours worked in the Employers' shop.

***NOTE:** These contributions to be based on hours earned; Double time = Double contributions.

4.02 Depth Bonus and Premium Pay

| Depth below Water Surface | Amount of Premium Pay Per Foot |
|--|---|
| 60 ft. – 99 ft. | \$1.29 |
| 100 ft. – 199 ft. | \$2.56 |
| 200 ft. and over, at a negotiated premium not less than | \$2.56 |

4.03 When it is necessary for divers to enter pipes or tunnels or other enclosures where there is no vertical ascent, a premium shall be paid according to the following schedule, in addition to the day's pay and depth bonus

| Distance Traveled From Entrance | Amount of Premium Pay Per Foot |
|--|---|
| 0 ft. – 99 ft. | \$1.29 |
| 100 ft. – 199 ft. | \$2.56 |
| 200 ft. and over, at a negotiated premium not less than | \$2.56 |

4.04 Depth and distance pay is hereby established as per shift and will be paid once for each shift.

4.05 First Aid Attendants/CSO

Divers with current Level 2 or 3 first aid and/or construction safety officer certificates shall receive an additional fifty cents (50¢) per hour above their regular wage rate.

4.06 Pipes and Caissons

Divers required to work inside pipe piles shall receive the premiums stipulated in Clause 4.03.

4.07 Underground

On industrial projects, employees other than divers 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.

4.08 Contaminated Entry

A premium of 10% per classification shall be paid where employees are required to work in a contaminated environment deemed by the Union and/or the Contractor.

4.09 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 diver on every regular payday. A diver may take up to three (3) weeks annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the diver and the Employer.

4.10 Statutory Holidays

The recognized holidays are New Year's Day, the third Monday in February, Good Friday, Easter Monday, Empire Day, Dominion (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.

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

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

4.13 When July 1st falls on a Tuesday, Wednesday or Thursday, then the holiday shall be observed on the Monday prior to such general holiday. This will apply only when divers involved on the project are working with bridgepersons, and/or operating engineers.

Contributions and Deductions

4.14 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 forty cents (\$6.40) per hour; two dollars and forty cents (\$2.40) Health and Welfare, and four dollars (\$4.00) Pension for each hour earned by each employee within the scope of this Agreement.

These contributions shall be as follows;

| | |
|-----------------------------|---------------|
| Health & Welfare | \$2.40 |
| Pension Plan | \$4.00 |

NOTE: These contributions to be based on hours earned: double time = double contributions.

4.15 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 Employers' 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.

4.16 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 signatory to the said Trust Agreement.

4.17 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.

4.18 Local 2404 Joint Apprenticeship and Training Fund
The Employer shall contribute an amount of forty-five cents (\$0.45) per hour earned, by divers covered by this Agreement to the Local 2404 Joint Apprenticeship and Training Fund. The fund shall be administered by a Board of Trustees appointed in accordance with the Trust Agreement between the Employer and the Union, dated October 1, 1970 and any amendment or revision from time to time.

NOTE: These contributions to be based on hours earned: Double Time = Double Contributions.

4.19 The diving Employers and the Union agree to continue the jointly administrated plan of trade promotion and the standards of training required shall be recognized by the parties hereto and the Employer and the union agree to implement the plan and observe all requirements and decisions of the joint committee established thereby.

4.20 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 **Clause 4.14**. Each member shall submit a written authorization to the Employer as a condition of employment. This amount is as follows:

Two dollars and fifty cents (\$2.50).

NOTE: These contributions to be based on hours earned: double time = double contributions.

- 4.21** Where permit divers are obtained from the Union, dues shall be checked off by the Employer when proper authorization is presented by the diver.

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 the Employer 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:

- 1) The Union will advise the Employer in writing of any delinquency.
- 2) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Union may then request a meeting with the Employer.
- 3) 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 Divers 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/her 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 diver. These arrangements shall include suitable financial arrangements to enable him/her to reach his/her point of hire and in the event that such arrangements include an advance in cash, this shall be deducted from his/her final pay cheque.

6.04 Payroll Penalty

In the event the 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 divers 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 actual travel time at tenders' rate as provided in **Clause 9**.

6.08 Lay-Off

Divers 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 divers are dispatched to any Employer who has not been signatory to **The Divers 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 Divers 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 diving crew's day's work between the hours of 8:00 a.m. and 4:30 p.m., including dress and undress time. Five days shall constitute a week's work (i.e. Monday 8:00 a.m. to Friday 4:30 p.m.). The start of the workweek shall be Monday 8:00 a.m.

7.02 Boat Travel

When *diving personnel* are required to travel by boat beyond five (5) minutes each way, they shall receive actual travel time at tenders' rate for all time spent in traveling 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.

7.03 Where no shift is laid out as in **Clause 7.01 of The Divers Standard Agreement**, divers and tenders may be called for a shift at any time, Monday to Friday. If such shift hours extend beyond 4:00 p.m. but not past midnight, a minimum of eight (8) hours plus one (1) hour premium will be paid, all at straight time rates.

7.04 If the shift extends beyond midnight, the eight (8) hour minimum will be paid plus two (2) hours' premium, all at straight time rates.

7.05 Divers and tenders must have an eight (8) hour rest period between the end of one shift and the beginning of another, otherwise his/her time will be paid continuously until he/she has an eight (8) hour break.

7.06 As an alternative to **7.04**, the Employer may elect to pay an additional eight (8) hours' call-out at straight time.

7.07 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 (1/2) hour shift differential and the second shift shall be paid one (1) hour shift differential.

7.08 Call-Out Time

Where a diver 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:

- 1) on Regular Shifts - at straight time rates
- 2) on Saturdays, Sundays and statutory holidays - at the prevailing overtime rates.

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

- 1) on Regular Shifts - at straight time; or
- 2) on Overtime Days - at the prevailing overtime rates
- 3) After the regular shift, divers called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rate; provided, however, the diver has reported to the job site in person in a competent condition to carry out his/her duties and providing 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.

7.10 Shift Guarantee

If the construction and/or site work is continued for more than four (4) hours, then the crew and its appropriate classifications are not to receive less than eight (8) hours' pay at the appropriate rate regardless of the activity performed, provided the diver is available for work at site. At no time shall a diver receive less than four (4) hours' pay under this provision unless the diver voluntarily leaves the site, in which case he/she shall only be paid for actual hours worked.

CLAUSE 8 - OVERTIME AND MEALS

8.01 Double Time

Overtime rates shall be double the rates as specified in **Clause 4**.

8.02 All hours worked in excess of eight (8) hours, Monday to Friday, will be considered as overtime and will be paid at the applicable rate.

8.03 On Saturdays, Sundays and holidays, the minimum shift rate of eight (8) hours shall be paid for the first eight (8) hours worked or any portion thereof, at straight time rates of pay.

In addition to the eight (8) hours, a diving crew shall receive one hour's pay for each hour worked at straight time rates of pay.

All hours worked in excess of the first eight (8) hours on Saturdays, Sundays and holidays will be considered as overtime and will be paid at the applicable rates of pay.

8.04 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.

8.05 Where diving personnel are required to accompany a pile driver or drill boat under tow, they will be paid for the regular hours of work as defined in **Clause 7** and at overtime rates where required.

8.06 Meals

If a crew is required to work after the regular shift in excess of two (2) hours' overtime, a lunch and hot coffee shall be provided by the Employer. There shall be no loss of time to the divers during this period and work shall continue. If the Employer takes the divers to a restaurant in lieu of the above, they shall not be considered working during that period. If the diver 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.

8.07 Lunch

Where an diving crew is required to work through the regular established lunch period, such divers 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 divers 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 Employer shall choose the conveyance but actual travel time at tenders' rate must be paid accordingly.

9.02 Travel Time - Minimum and Maximum

Travel time shall be paid to and from all out-of-town jobs. Travel time shall be paid based on actual time traveled. A member shall not be required to travel more than twelve (12) hours in any twenty-four (24) hours. All actual travel time at tenders' rate shall be paid at straight time rates.

If diving personnel are required to work on the day of travel to or from an out-of-town job then:

- a) the diving personnel shall not receive less than eight (8) hours' pay
- b) any hours traveled 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 diver, other than in exceptional circumstances and with the Employer's agreement to:

- a) travel before 5:00 a.m.
- b) travel after 12:00 a.m. (midnight)
- c) work and travel for a total of more than twelve (12) hours in a twenty-four (24) hour period. A diver 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 A diver 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.

9.04 Divers shall be paid transportation costs and actual travel time at tenders' rate 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**.

9.05 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 at tenders' rate in each twenty-four (24) hours.

9.06 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.

9.07 Quitting

Diving personnel 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 shall forfeit transportation costs and travel time one way except in case of accident or verified compassionate grounds. Should a diver 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.

9.08 Waiting

Divers dispatched to a job before the job is ready shall be paid waiting time at their tender 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 divers to stand by for more than two (2) consecutive shifts, the diver, 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.

9.09 Layoff

Divers laid off shall receive their return fare, actual travel time at tenders' rate and meals. When divers pay their own fare to the job, they shall have the same returned to them on the first payday.

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

9.11 Misconduct

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

9.12 Christmas

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

9.13 Periodic Leave

On out-of-town projects of over fifty (50) calendar days' duration, the Employer shall provide leave every forty (40) 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 one (1) week, or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless he/she actually returns to his/her place of departure. Living-out allowances shall not be paid during leave periods.

Interpretation

- (a) The phrase "out-of-town projects" contained within the various periodic leave or turn-around clauses shall be defined as projects that are accessible by air or boat only (excluding ferries), or are two hundred miles (320 km.) or four (4) hours' travel, including ferry travel, to the transportation terminal nearest the employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the Employer of five (5) or seven (7) days to be arranged between the employee and the Employer subject to the same qualifiers provided in the periodic or turn-around clauses.
- (b) Divers qualifying for leave shall be returned to the transportation terminal nearest the employee's domicile except members from other locals or out of province employees who shall return to the point of dispatch within the province of B.C.
- (c) There shall be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.
- (d) The interpretation of periodic or turn-around clauses as noted above shall not be used to interpret any other clause.

CLAUSE 10 - LOCAL TRANSPORTATION OR WHERE EMPLOYEES RETURN HOME DAILY

10.01 The free travel zone is established by boundaries of the map in clause 10.02 as follows:

Starting from Sunset Beach at the northwest corner east to Pitt Polder at the northeast corner, down the Pitt River, up the Fraser River to Fort Langley, south to the Canada/US border, west to Tsawwassen then north to Sunset Beach. Any travel beyond these boundaries will be paid at tenders' rate for actual time of travel.

10.02

10.03 Cities, Towns and Villages

There shall be a twenty (20) kilometre free zone around the cities, towns and villages excluding the Metro Vancouver area identified in Clause 10.01. For Local Residents, actual time travel at tenders' rate 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 Employer within an identified free zone who reside outside of that same free zone will be paid at tenders' rate for actual time traveled.

RE: Travel

10.04 In case of the Employer providing transportation, actual travel time at tenders' rate will be paid. For the purpose of computing actual time traveled, the most direct route from the closest point in the free zone to the job will be used. Refer to map 10.02.

10.05 Options

Over one and a half (1½) hours travel beyond the free zone a diver may elect to accept room & board as provided by the Employer or to receive the amount of actual travel time at tenders' rate for each day worked. Once the diver has exercised such an option no change shall be permitted unless agreed to by the Employer.

10.06 Should the Employer move divers from one out-of-town job to another in the same geographical area, actual travel time at tenders' rate will be paid.

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

10.07 Crummy Supplied

When divers are accommodated by the Employer in other than a camp, (hotel, motel or similar) company-supplied transportation shall be provided to and from the jobsite (does not apply to a living-out allowance).

10.08 Crummy

When a *crummy* is used to transport divers 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 divers are being transported. When the majority of divers 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 (71¢) per kilometre commencing May 1, 1997.

10.09 Camps

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

10.10 It is understood and agreed that time spent in traveling to and from a job site beyond three hundred and eight (308) metres shall be paid at straight time rates of pay.

10.11 Camps, Hotels and Motels and Free Zones

In hotel, motel and camp accommodation there shall be a twenty (20) kilometre free zone in order to facilitate single room accommodation. Beyond the twenty (20) kilometre free zone, travel time shall be paid at tenders' rate for actual time traveled.

10.12 Daily Air Travel

If divers 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 actual travel time at tenders' rate shall be paid from the designated time of departure until return to the point of departure except for working hours.

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 divers. 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.

11.02 Any diver 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

Single room accommodation shall be provided for each diver.

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 traveling time allowances.

11.06 No diver shall accept any payment in lieu of free room and board in these areas except as provided for elsewhere in this Agreement or by a living-out allowance as agreed by the Union and the Employer.

11.07 Weekend Check-out

Any diver who is accommodated by the Employer in camp, hotel, or motel may on any weekend vacate or checkout of such accommodation and the Employer shall pay him/her forty-five dollars (\$45.00) per day. The diver must make arrangements with the employer.

11.08 To qualify, the diver 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 diver and the Employer.

11.09 Hot Lunch

Divers 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.

11.10 Living Out Allowance (L.O.A.)

L.O.A. shall be provided on a job-by-job basis, by mutual agreement between The Union and The Employer, based on a seven-day week or actual days worked if the duration of the job is less than seven days.

CLAUSE 12 - EQUIPMENT

12.01 All diving gear and equipment necessary for the job shall be supplied by the Employer, including hardhat and/or scuba gear.

12.02 The following items shall be exempted from the requirements of **Clause 12.01** and shall be considered as items of dress and personal gear to be supplied by the employee:

fins, weight belt, ankle weights, mask, working flashlight, depth gauge, compass, knife, diving suit, wools, gloves and pressure gauge.

12.03 Divers required to provide their own personal gear as per **Clause 12.02** shall be paid an additional eighty cents (80¢) per hour equipment allowance.

The equipment allowance will not apply to tenders and diving supervisors.

CLAUSE 13 - WORKING CONDITIONS

13.01 All divers and tenders shall come under the direction of the pile driving foreman on jobs where one is present.

13.02 When abnormal tide velocities, depths, or weather conditions are anticipated on a job, a pre-job conference shall be held between the Employer's representative and the union's representative to work out mutual arrangements.

13.03 Lock-Up and Toilets

Where required by the circumstances, suitable accommodation for meals and a place for divers tools and clothing shall be provided by the Employer on all jobs. Such lock-up shall have tables, benches, adequate lighting and 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 diving 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. A pre-job conference shall be held between the Employer's representative and the union representative to work out mutual agreements.

13.04 Tool & Gear Insurance

All employees are guaranteed that while employed on the job site, project or place of business of the Employer, in case of fire, burglary or marine wreck (as defined by the Insurance Act) or loss when working over water or such other areas where tools cannot be retrieved, in the event of loss, the employer shall replace all tools and clothing to actual replacement value. Each employee when reporting for work shall deposit with the employer a complete list of all tools and clothing, which he/she brings on the worksite. Such list to be updated as required. The method of replacement of gear shall be agreed upon between the Union and the Employer.

13.05 Drinking Water

Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets will be supplied.

13.06 Telephone

Telephone(s) and/or cellular phones shall be made available for the use of all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.

13.07 Lunch Period

Lunch periods shall be at mid shift, unless mutually agreed otherwise.

13.08 Coffee Breaks

Two (2) breaks of ten (10) minutes each but not more shall be allowed in a working shift. Time of these breaks shall be mutually agreed upon and the entire crew may take the break simultaneously.

13.09 Compassionate, Parental, or Adoption Leave

Divers working on out-of-town jobs where room and board is provided, or where divers return home daily, will be eligible for compassionate, parental or adoption leave. Such leave on out-of-town jobs to be by mutual agreement, whereupon the diver will receive only their fare both ways.

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

13.10 Lighting

Adequate lighting shall be provided at night.

13.11 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.

13.12 Charge-Out Items

In accordance with the regulations of the **Workers' Compensation Board**, all safety equipment required shall be made available and provided by the Employer on a charge-out basis at cost; such cost to be deducted from the diver's earnings and refunded at such time as the diver returns the article to the Employer in reasonable condition, subject to normal wear. These items shall include noise suppressers, rigging belts, tool belts, life jackets and coveralls. For welders, gloves (leather or rubber), protective vests or leather jackets, goggles, helmets, including the special hard hats, standard and magnifying lenses for the helmets, tip cleaners, wire brushes, chipping hammers and rod pouches. For burners, one (1) pair of gauntlets and goggles shall be provided for each rig.

13.13 Welder's Retest

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

13.14 Minimum Crews

The minimum crew shall consists of a Diver, Standby Diver and Diver's Tender.

- (a) Diver
- (b) Standby Diver
- (c) Diver's Tender

The minimum crew requirement as described above shall be subject to additions required by the Workers' Compensation Board of B.C.

13.15 Complaints regarding shortage of members 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 diver covered by this Agreement for complaints filed with the Union with reference to shortage of crews.

CLAUSE 14 - CLASSIFICATION AND DEFINITION

14.01 Standby Diver

A standby diver is a person required to be on duty for any day or part thereof but who has not been required to descend below the surface of the water.

14.02 Diving Supervisor

On projects where five (5) or more divers, standby divers, and tenders are employed, one person shall be assigned to be the diving supervisor and shall be paid according to **Clause 4.01**.

14.03 Diver's Tender

When a diver's compressor cannot be placed within the immediate attendance of the tender, a competent person shall stand by the compressor while the diver is submerged. The tender shall at all times attend exclusively to the diver while he/she is submerged. Additional persons employed in the diving operation that are employed to perform tasks other than those identified in **Clause 4** will be paid according to the tender's rate as identified in **Clause 4.01**.

14.04 Remote Vehicle Operator

The R.O.V. operator is responsible for the operation and/or the servicing of the remote operated vehicle.

14.05 Apprentice Classification and Journeyman-Apprentice Ratio

Ratio to be determined by Local 2404 Joint Apprenticeship and Training Fund.

CLAUSE 15 - UNION SHOP

15.01 When employees are required, competent union journeypersons in good standing shall be hired. When competent members are not available, then the Employer may obtain divers elsewhere and they shall clear with the Union before going to work, it being understood that they shall join the Union within one hundred (100) logged days (50 of which have to be wet days) or the requirements of the Unions' Steering Committee, provided they meet union 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 divers. 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.

15.02 Before becoming a member of the Union, each applicant shall be required to pass a trade test or tests as stipulated by the Divers' Steering Committee.

15.03 Hiring and Dispatch

a) Name Request

When divers are required, they will be dispatched by the local Union. The Employer will be allowed to rehire by name request, employees 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 a name request while employed by another Employer signatory to this Agreement.

b) Local Residents

A crew shall be composed of not less than one local resident, provided they are available when required.

c) Late Dispatch

Where the Employer requests the dispatch of a diver as a replacement for:

- (1) an absentee
- (2) a diver excused due to illness
- (3) a diver 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 reporting is before mid-shift.

This applies only to the circumstances described herein.

CLAUSE 16 - JOB STEWARDS AND BUSINESS AGENTS

- 16.01** 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 duties.
- 16.02** 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 or pile driver foreman. However, in no way shall he/she interfere with the employees during working hours unless permission is granted.
- 16.03** 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.
- 16.04** The Employer agrees to supply the local Union once a month with a list of all employees and sub-Employers on the request of the business representative.

CLAUSE 17 - ACCIDENT PREVENTION AND SAFETY

17.01 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 an employee to work or continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. The Union is to give thorough instructions to its members in all standard safety precautions.

- 17.02** In the event an employee, after reasonable caution, is guilty of non-observance of 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.

- 17.03** All equipment, tools and materials must conform and be utilized in conformity with applicable provincial and/or federal regulations, 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 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.

- 17.04** Under all diving conditions, the reasonable judgment of the diver shall be accepted regarding safety.

17.05 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.**

17.06 Working Over Water

In the interests of safety, no employee shall be required to work alone in a hazardous situation over the water or below the surface of the water. If the **Workers' Compensation Board** brings in a regulation as above, then this clause shall become null and void.

17.07 Care of Injured Employees

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

- 17.08** 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.

CLAUSE 18 - WORK CLAIMED

18.01 The following work is claimed by the Union:

Submarine diving in all its branches and phases, such as the salvaging of all ships, vessels, and barges, etc., the underwater repair, removing, dismantling, demolition, burning and welding in all marine salvage operations, all underwater construction and reconstruction. The salvage and removing of underwater structures; underwater inspections and repairs of hull, docks, bridges and dams, underwater pipelines, underwater transmission cables and electric power cables, underwater sewage and water systems, underwater suction and discharge lines such as those used at chemical plants and pulp mills. All underwater work on pipelines and hook-ups including petroleum, gas, water and sewage systems. All underwater demolition and blasting work requiring the use of divers. The operation and maintenance of all remote operated vehicles, and the operation of atmospheric diving systems.

CLAUSE 19 - GRIEVANCES

19.01 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.

19.02 If a dispute arises, the parties agree to the following grievance procedures:

Step 1 The employee or the worker's Union representative shall discuss 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.

19.03 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.

19.04 All grievance 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 the clause shall have the powers and authority granted by the **British Columbia Labour Relations Code** as varied or amended from time to time.

CLAUSE 20 - PUBLIC RELATIONS

20.01 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 21 - TECHNOLOGICAL CHANGE

21.01 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 Code of B.C.**, negotiate a clause on technological change to become part of the Agreement.

CLAUSE 22 - ENABLING CLAUSE

22.01 When in the opinion of both parties it is deemed beneficial to the Employer and the Union members, the terms and conditions of the Agreement, including the provisions relating to overtime, may be modified for work coming under the Divers Agreement providing for its enactment only in pre-tender circumstances when competing with non-signatory employers. Such mutually agreed modifications to the 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.

CLAUSE 23 - MARKET RECOVERY PROGRAM

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

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

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 Drivers, Divers 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 Employers 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 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 Employer for such preparation regardless of whether the Employer's bid is successful or not.
8. The parties agree that the following procedure shall be established for applications for Pile Drivers & Divers Industry Market Recovery Fund advancement:
 - a) Funding will be available only to reduce the hourly labour costs of Apprentices, Divers, Standby Divers, Tenders, ROV Operators and/or Diving Supervisor 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 _____, 2002

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

**PILE DRIVERS, DIVERS, BRIDGE, DOCK AND
WHARF BUILDERS LOCAL UNION 2404**

LETTER OF UNDERSTANDING

BY AND BETWEEN

(Herein referred to as the "Employer")

AND

PILE DRIVERS, DIVERS, BRIDGE, DOCK AND WHARF
BUILDERS LOCAL 2404

(Herein referred to as the "Union")

It is understood and agreed that the parties hereto agree to adhere to the provisions of the Local 2404 Divers Standard Agreement 2002-2005 with the following amendments:

CLAUSE 8 – OVERTIME

Amend Clause 8.01 Double Time - to include:

The first two (2) hours of overtime, Monday to Friday, shall be paid at one and one-half (1½) times the regular rate of pay.

DURATION

THE PARTIES FURTHER AGREE that this Agreement shall remain in effect from the date of signing of the Divers Standard Agreement 2002-2005 and shall expire at midnight on April 30, 2005.

FOR THE EMPLOYER

FOR THE UNION

SIGNED THIS _____ DAY OF _____, 2002

SATURATION DIVING ADDENDUM

BY AND BETWEEN:

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

AND:

**Pile Drivers, Divers, Bridge, Dock and Wharf Builders
Local Union 2404, Surrey.**

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

The Employer and the Union agree that the work covered under this addendum or using diving apparatus, will be performed by highly qualified journeypersons who are members of the United Brotherhood of Carpenters and Joiners of America.

It is also understood between the Employer and the Union that unless otherwise specified in this addendum, all other wages and conditions shall apply as outlined in the Divers Standard Agreement.

TYPE OF WORK WITHIN THE JURISDICTION OF THIS ADDENDUM

All underwater and deck work in support of same when a total saturation system is to be utilized. Specifically included but not limited to:

All offshore exploration and drilling vessels. All construction and underwater maintenance. All Pacific Coast waters including but not limited to the entire Pacific Coast continental shelf.

SAFETY

The Union and the Employer recognize that the work in which they engage is both highly specialized and extremely technical in nature, and that unless continuous and effective safety practices are employed, the possibility of accidents of extreme gravity to life, limb and property will always be present.

Safety shall have the highest of priorities in this addendum.

All provincial safety rules, regulations, orders and decisions shall be binding upon the individual Employer and shall be applied to all work covered by this addendum. No diver/crew shall be required to work under unsafe conditions.

The individual Employer shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union

nor any local unions or district councils are responsible for such implementation or maintenance.

Upon initially reporting for work, each supervisor shall be provided with a list of available medical doctors with thorough training in and knowledge of the medical problems associated with submarine medicine. This list shall also be permanently posted on the work site.

PHYSICAL EXAMINATIONS

A diver, when first accepting a job from a diving Employer, providing he/she has not had a physical in the preceding 12 months, must be given a medical examination conforming to schedules recommended by the appropriate government agency.

WORKING RULES AND CONDITIONS GOVERNING SATURATION DIVING

Consists of diver living under pressure continuously until work task is complete and then decompressing at a saturation decompression profile.

It shall be permissible to saturate two (2) divers to complete work task that prohibits short duration diving with a minimum crew of ten (10) persons.

On saturation work where more than two (2) divers but not more than four (4) divers are required to be saturated, the minimum crew to maintain the operation around the clock will be fourteen (14) persons. The number of persons needed for this operation shall be consistent with the job requirements and the safety requirements. It is also understood that on each shift, at least one crew member shall be a current holder of a valid Industrial First-Aid ticket.

Saturation Crew Breakdown

- 2 - Supervisors
- 2 - Manifold Operators
- 4 - Divers
- 2 - Technicians
- 4 - Systems Tenders

WAGES - DAILY RATE

The following wages, hours and conditions as set forth later herein, shall apply where:

- A. Diving bells are used to carry the divers to and from their work site and are capable of locking onto deck decompression chamber of complexes for living and/or decompression that is suitable to the divers and will pass all current

requirements in areas of work; i.e. provincial, coast guard, federal and international.

- B. All members of crew are classified as supervisors, divers, and tenders.
- C. There is a minimum of two (2) persons with the diving system at all times to ensure and protect the integrity and safety of the diving equipment through daily maintenance.
- D. Saturation Diving

Daily compensation for the divers shall be figured for a base pay of (24 X ST wet-pay rate) plus \$.60 per ft. of pressure per diver per 24 hours (midnight to midnight) from surface (wet or dry). Depth pay is to be calculated from the greatest depth obtained by the diver during the 24 hour period (midnight to midnight).

- E. Diving Supervisor

The diving supervisor shall receive an additional 10% above his current hourly classification with all appropriate overtime rates.

EMPLOYMENT CLEARANCE

All dispatches and job clearances for the members of diving crews working offshore will be dispatched through the local union office having jurisdiction.

To avoid duplication of orders and to effect an orderly hiring procedure the diving Employer agrees that when calling the union for divers, to designate a responsible representative, which the union will recognize as the agent of the diving Employer with the authority to hire.

The union shall maintain an exclusive hiring hall and may solicit both union and non-union personnel to fill requisitions for personnel on the diving crew. The diving Employer agrees to give preference to local area personnel where feasible.

Divers can be flown directly to the job site without a dispatch, after first notifying the hiring hall. All pertinent information such as name, social insurance number, and their local union number and location will be given to the union prior to work or no later than 24 hours. The Employer shall be the sole judge of the qualifications of the divers (diving crew).

WORK ASSESSMENTS OR CHECK-OFF

Payment of work assessment or dues check-off will be governed by area in which work is being performed.

GENERAL SAVING CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this addendum, and the parties hereto agree that in the event any provision of this addendum is finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the addendum shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this addendum. The parties agree that if any provision of this addendum is determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

DIVING CREW STEWARD

By mutual agreement between the Employer and the business agent, a diving crew steward will be appointed on each job. All provisions of the negotiated collective bargaining agreement pertaining to job stewards shall prevail.

DURATION CLAUSE

This addendum shall be for the period including the 1st day of April 2001 to and including April 30, 2002 and from year to year thereafter, subject to the right of either party to the addendum, within four (4) months immediately preceding the date of expiry of this addendum, by written notice, to require the other party to commence collective bargaining.

Should either party to this addendum give written notice to the other party to commence collective bargaining, or such notice be deemed to have been given pursuant to the Labour Relations Code, this addendum shall thereafter continue in full force and effect and neither party shall make any change in the terms of this addendum, or increase or decrease the rate of pay of any employee or alter any other term or condition of employment for any employee for whom collective bargaining is being conducted until:

- i) a renewal or revision of this addendum is reached; or,
- ii) a new collective agreement is concluded; or,
- iii) the Union engages in a lawful strike; or,
- iv) the Employer engages in a lawful lockout.

The parties agree to exclude the operation of section 50 of the Labour Relations Code of British Columbia.

SIGNED ON BEHALF OF THE

SIGNED ON BEHALF OF THE

EMPLOYER

UNION

DH/srm opeiu-15