

THE STANDARD PILE DRIVING, DIPPER,
CLAMSHELL AND RELATED WORK AGREEMENT

BETWEEN

CONTRACTORS INVOLVED IN PILE DRIVING, DIPPER,
CLAMSHELL DREDGING AND RELATED WORK

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 115

MAY 01, **2004** to APRIL 30, **2008**

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AND RELATED WORK AGREEMENT

BY AND BETWEEN

CONTRACTORS INVOLVED IN PILE DRIVING, DIPPER,
CLAMSHELL DREDGING AND RELATED WORK

(hereinafter referred to as the "Employer")

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 115

(hereinafter referred to as the "Union")

ARTICLE 1: OBJECTS

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

For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 2: DURATION

This Agreement shall be in full force and effect from and including May 01, **2004** to and including April 30, **2008**, 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, **2008**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement. Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer shall lockout, or the parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.

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

ARTICLE 3: EXTENT

3.01 Application

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

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

Notwithstanding the foregoing, on that work covered by the Heavy Construction Agreement; Steel Erection Agreement; Hydraulic Dredging Agreement; Road Building Industry Standard Agreement and/or the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada, such work shall be performed under the conditions set out in the aforementioned Agreements.

3.02 Sub-contractors

The terms of this Agreement shall apply to all sub-contractors or sub-contracts let by the Employer. The Employer agrees to engage only those sub-contractors:

- (a) who employ members of the Union; or
- (b) who shall hire members of the Union in accordance with Article 9:Union Shop of this Agreement to perform any work falling within the jurisdiction of the Union on the work sub-contracted.

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

This Article shall not supersede Article 14.01:Jurisdiction of this Agreement.

3.03 Owner/Operators

For the purpose of this section, the following classifications are not recognized as owner/operators: heavy duty mechanics, welders, service truck operators and heavy duty greasers.

Where an owner/operator performs work for which they have been hired, or which they have sub-contracted, they shall, prior to commencing such work, be, or become a member of and obtain a clearance from the Union within whose jurisdiction the work is to be performed. They shall abide by all the provisions of this Agreement, and shall, when working beyond five (5) working days, be accorded all rights, benefits and privileges of this Agreement.

When the owner/operator works beyond five (5) working days, they shall thereafter become an employee, and be paid wages in accordance with the hours of work and wage rates of this Agreement. (Such payment shall not include time spent in the repair, servicing or maintaining of their own equipment.)

Payment of wages shall be made separate to any other payments to which, for any reason, they will or may become entitled.

When the Employer rents equipment, the operators of such rented equipment shall be members of the Union.

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.

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 Plan and Pension Plan

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

4.03 Annual Vacation and General Holiday Pay

Vacation and General Holiday Pay shall be accrued at the rate of twelve percent (12%) of gross earnings (six percent [6%] for annual vacation and six percent [6%] for General Holidays), and shall be paid to the employee on each regular pay day.

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

The recognized holidays are: New Year's Day, third Monday in February (Heritage Day), Good Friday, Easter Monday, Empire Day, Dominion Day (Canada Day), Friday prior to British Columbia Day, first Monday in August (British Columbia Day), Friday prior to Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day declared a public holiday by the Federal 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.

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

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

Canada Day is to be observed on July 1st. For those workers employed on out-of-town projects, if July 1st falls on Tuesday, Wednesday or Thursday, the holiday may be observed on the Monday prior; to be mutually agreed upon between the Union and Employer.

4.04 Payment of Wages

Employees 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 their control. Second and third shifts will be paid on Thursday. There shall not be more than five (5) working days holdback prior to date of payment provided that if a General Holiday falls on the regular pay day, payment will be made the preceding day. Exchange charges shall be added to the cheque or otherwise provided for by the Employer. Pay cheques to be issued in individual envelopes upon request.

In the event an Employer fails to pay wages in accordance 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.

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.

When employees 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.

If terminated after leaving the job site, and it becomes necessary for them to return to pick up tools and personal effects, they shall be paid transportation and travel time as provided in Article 7: Transportation.

They shall be paid in full at the job site, or arrangements made to mail pay cheques not later than forty-eight (48) hours, exclusive of Saturdays, Sundays and General Holidays following layoff.

An Employer may be required to deposit a twenty-five thousand dollar (\$25,000.00) bond for use in default of payment of wages and Employer and employee contributions as listed in this Agreement.

4.05 New Classifications

As and when types of equipment or work methods are introduced to which classifications in this Agreement are not fairly applicable, the Employer will promptly negotiate with the Union, a wage rate for such new classification for inclusion in this Agreement. Negotiations will commence within five (5) days of written request from either party accompanied by a photograph, catalogue date on equipment and any other pertinent information. Every effort will be made to conclude negotiations within thirty (30) days and in any event, the wage rate established for such new classification shall become effective as of the date of the written request. In the event of disagreement of an applicable classification and rate by negotiation Article 14: Disputes (subsection 14.02 Grievances) shall be used.

4.06 Higher Wage Rates

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

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

5.01 Hours of Work:

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

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

The starting time and quitting time of all shifts shall be at the tool lock up or change room.

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

5.02 Shifts

When additional shifts are required and continued for three (3) consecutive days or more, seven and one half (7½) hours of work shall constitute the second shift for which eight and one half (8½) hours shall be paid. Seven (7) hours of work shall constitute the third shift for which eight and one half (8½) hours shall be paid. The three (3) consecutive days must be worked concurrent and may only be split by either Saturday and/or Sunday.

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 seven and one half (7½) 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.

On double shift operations when hours in excess of the regular number of shift hours are scheduled, the starting time of the second shift will be adjusted accordingly.

5.03 Multiple Shifting

For the purpose of establishing multiple shifts, the shift hours of work and starting times will be changed to reflect the following:

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

Unless other arrangements are made by mutual consent between the Employer and the Union.

It is understood that the day shift must be worked and other shifts must be worked in conjunction.

Shift differentials are to apply.

When two shifts are required, they shall be rotated at least once every two (2) weeks.

When three shifts are worked, shift rotation shall be every week. Shift rotation shall be:

Days to Graveyard

Afternoons to Days

Graveyard to Afternoon

Where, for the purpose of utilizing daylight hours, it is agreed between the Employer and the Union to vary the starting time from 7:00 a.m. on a two shift operation each shift shall consist of seven and one half (7½) hours worked for which eight and one half (8½) hours shall be paid.

5.04 Variation in Shift Starting Time

The starting times for any shift may be varied by up to one (1) hour either side of the regular starting times. The starting time must apply for three (3) consecutive days or the entire term of the project if less than three (3) days (these days must be worked concurrent and may only be split by either Saturday and/or Sunday).

5.05 Call Out Time

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

- on regular shifts – at straight time rates
- on Saturdays, Sundays and General Holidays – at the prevailing overtime rates

Where an employee is called out for work at any time and work is performed, they shall be paid a minimum of four (4) hours:

- on regular shifts – at straight time; or
- on overtime days – at the prevailing overtime rates, provided however, that the employee has reported to the job site in person in a competent condition to carry out their 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) hours notice prior to starting time shall be given.

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

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

In all cases, add kilometers and travel time where applicable.

ARTICLE 6: OVERTIME

- 6.01 Shift overtime worked up to two (2) hours per day prior to shift start time or after an eight (8) hour shift, Monday through Friday, shall be paid at time and one half (1½X) and double (2X) time for all other hours. All hours worked before 6:00 a.m. will be paid at double time (2X). Saturday may be worked for eight (8) hours between 8:00 a.m. and 4:30 p.m. or accepted variations and paid at time and one half (1½X). Sundays or General Holidays shall be paid at double time (2X). All other hours worked outside the regular hours or the accepted variations and outside the established shift hours, shall be considered overtime until a break of eight (8) hours occurs and shall be paid for at the double time (2X) rate.
- 6.02 Overtime worked shall be computed daily in units of not less than thirty (30) minutes. For purposes of calculation, any portion of thirty (30) minutes worked shall be considered as thirty (30) minutes.
- 6.03 Where an employee is required to accompany a dredge or drill boat under tow, they will be paid for the regular hours of work as defined in Article 5.01: Hours of Work and at overtime rates where required to work outside of the regular hours. This article shall not override Article 12: Accident Prevention (subsection 12.01 [d]).

ARTICLE 7: TRANSPORTATION

7.01 Hiring and Termination

- (a) 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, travelling time and a sleeper if night travel is necessary.

- (b) 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.
- (c) (i) If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer.

- (ii) Paternity or Adoption Leave

Members working on out-of-town jobs where room and board are provided, or where members return home daily, will be eligible for paternity or adoption leave. Such leave on out-of-town jobs to be by mutual Agreement, whereupon the member will receive only their fare both ways.

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

- (d) If an employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals, travelling time and a sleeper if night travel is necessary, shall be paid by the Employer. Travel time shall be paid in accordance with paragraph (e).

- (e) Travel Time - Minimum and Maximum

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

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

- (i) the employee shall not receive less than eight (8) hours pay.
- (ii) any hours traveled during regular shift hours shall apply in calculating hours for shift guarantees.

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

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

- (i) travel before 5:00 a.m.
 - (ii) travel after 12:00 midnight; or
 - (iii) work and travel for a total of more than twelve (12) hours in a twenty-four (24) hour period. An employee may elect to take room and board if the total of work and/or travel time exceeds twelve (12) hours in a twenty-four (24) hour period.
- (f) When an Operating Engineer is required to provide mechanic's tools, all costs of transporting such tools to and from the job shall be borne by the Employer, subject to the same conditions as govern transportation.
- (g) If the Employer fails to provide work and requires an employee to stand by for more than two (2) consecutive shifts, the employee at their option, shall be deemed to have been laid off, and the cost of return transportation, meals, and a sleeper, if night travel is necessary, and travel time shall be paid by the Employer.

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

- (h) Union members 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.
- (i) Periodic Leave

Periodic Leave On "out of town" projects the Employer shall provide leave every thirty-five (35) calendar days. When leave is desired in accordance with the following terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job.

The phrase "out of town projects" contained in the Agreement shall be defined as projects where an employee's travel distance is prohibitive to returning home daily or on weekends. Projects of this nature will be discussed with the Union prior to the commencement of the job to establish turnaround provisions.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual Agreement. In no event will an employee receive leave unless they actually return to their place of departure.

Employees 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 be returned to the point of dispatch within the Province of British Columbia.

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

- (j) When employees are accommodated in a hotel, motel or similar or when employees are required to travel on a private road, resource road or access road, the Employer will provide transportation from a designated marshalling point to the job site and return.

7.02 Local

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

Kilometers and travel time beyond the Metro Vancouver boundaries will be paid as follows: (amount per day)

North Side of Fraser River

Zone A	240th Street to McCallum Road (Silverdale)	\$18.63
Zone B	McCallum Road to Dewdney Bridge (Nicomien Island)	\$37.53
Zone C	Dewdney Bridge and East (48 to 120 Kilometers)	\$46.98

South Side of Fraser River

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

North to Squamish

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

(b) Payment for travelling to a job will be made to all members of the Union as follows:

KILOMETER CHART

Kilometer (or part thereof)	Vehicle Allowance	Travel Time Allowance	Kilometer (or part thereof)	Vehicle Allowance	Travel Time Allowance
1	\$ 0.50		25	\$ 12.30	\$ 7.45
2	\$ 1.01		26	\$ 12.77	\$ 8.15
3	\$ 1.51		27	\$ 13.25	\$ 8.85
4	\$ 2.01		28	\$ 13.72	\$ 9.56
5	\$ 2.52		29	\$ 14.19	\$ 10.26
6	\$ 3.02		30	\$ 14.66	\$ 10.96
7	\$ 3.52		31	\$ 15.14	\$ 11.66
8	\$ 4.03		32	\$ 15.61	\$ 12.36
9	\$ 4.53		33	\$ 16.08	\$ 13.07
10	\$ 5.03		34	\$ 16.55	\$ 13.77
11	\$ 5.54		35	\$ 17.02	\$ 14.47
12	\$ 6.04		36	\$ 17.50	\$ 15.17
13	\$ 6.54		37	\$ 17.97	\$ 15.88
14	\$ 7.05		38	\$ 18.44	\$ 16.58
15	\$ 7.55		39	\$ 18.91	\$ 17.28
16	\$ 8.05	\$ 1.13	40	\$ 19.38	\$ 17.98
17	\$ 8.53	\$ 1.83	41	\$ 19.86	\$ 18.68
18	\$ 9.00	\$ 2.53	42	\$ 20.33	\$ 19.39
19	\$ 9.47	\$ 3.24	43	\$ 20.80	\$ 20.09
20	\$ 9.94	\$ 3.94	44	\$ 21.27	\$ 20.79
21	\$ 10.41	\$ 4.64	45	\$ 21.75	\$ 21.49
22	\$ 10.89	\$ 5.34	46	\$ 22.22	\$ 22.19
23	\$ 11.36	\$ 6.05	47	\$ 22.69	\$ 22.90
24	\$ 11.83	\$ 6.75	48	\$ 23.16	\$ 23.60

(Driver of Company Vehicle - Travel Allowance starts 1st kilometer.)

The above chart indicates mileage one way to the job, i.e. 25th kilometer charge is nineteen dollars and seventy-five cents (\$19.75).

These amounts shall be paid to all employees covered under this Agreement regardless of their place of residence.

In case of the Employer providing transportation, travel time allowance only will be paid as indicated in the columns above. For the purpose of computing mileage, the most direct route from the closest point in the free zone to the job will be used and this for one way only. Transportation and travel allowance as stated above is for the return fare.

Beyond forty-eight (48) kilometers, an employee may elect within a one hundred and twenty (120) kilometer limit to accept board and room as provided by the Employer or to receive the equivalent amount for forty-eight (48) kilometers as per the Kilometer Chart for each day worked.

Should the employee use their own mode of transportation to travel a portion of the distance to a job, their time shall be computed at the rate of two (2) minutes per kilometer in accordance with the table set out above.

Employees required to change locations within regular working hours will be paid as if working and if using their own vehicle, shall be paid an additional **thirty-eight cents (\$0.38)** per kilometer to the location.

Should the Employer move crews from one free zone to another Article 7.01:Hiring and Termination and Article 11: Room and Board shall apply.

Where an operator leaves their car in the Company yard, and has to leave their crane on the job site or vice versa, and has to return to the yard or vice versa, the employee shall be paid travelling time at the prevailing rate for time required to return to their car. Where transportation is necessary, it shall be provided by the Employer.

When a Company vehicle is used to transport employees to and from jobs, it shall meet British Columbia vehicle safety standards and comply with Workers' Compensation Board regulations. The passenger compartment shall be enclosed, heated with proper ventilation and fixed seats. There shall be no construction equipment or supplies placed in the passenger compartment while employees are being transported. If an employee is required to drive this vehicle, their travelling time shall be computed from the first kilometer, (seventy-one cents [71¢] per kilometer).

(c) Camps, Hotels and Motels

In hotel, motel and camp accommodation, there shall be a **thirty (30)** km free zone in order to facilitate single room accommodation. Beyond the **thirty (30)** km free zone, travel time shall be paid one way at seventy-one cents (71¢) per km to a maximum of forty-six dollars and seventy-six cents (\$46.76).

Where camps are maintained and the distance to the work area exceeds one thousand (1,000) feet from the camp, transportation to and from the work area shall be provided in vehicles conforming to Workers' Compensation Board regulations.

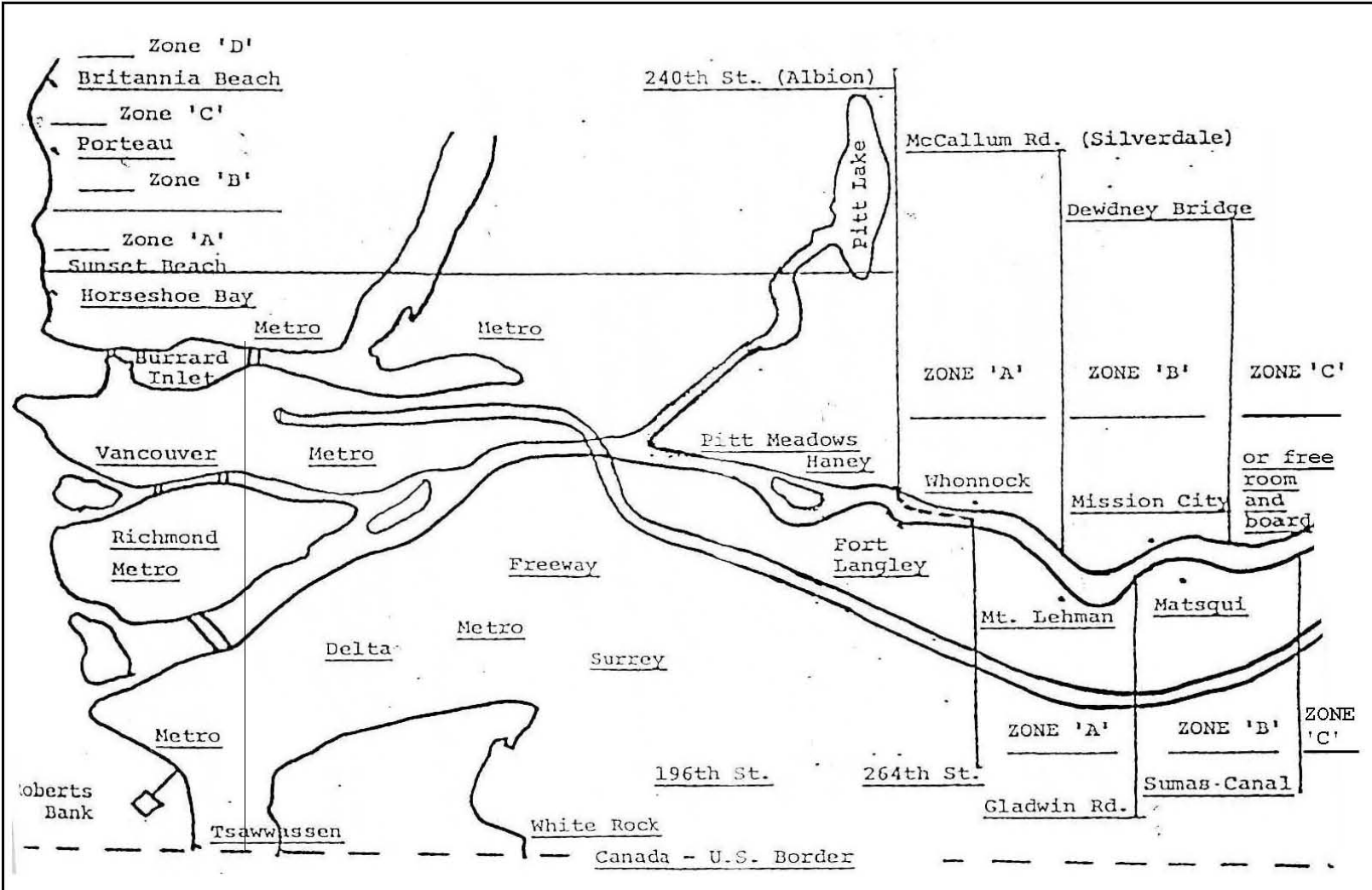
It is understood and agreed that time spent in travelling to and from the job site beyond the first one thousand (1,000) feet will be paid for at the appropriate rates of pay.

(d) **Projects**

There shall be a **thirty (30)** km free zone around the **projects** excluding the Metro Vancouver Area. For local residents, kilometers shall be paid from the boundary of the free zone **around the project**. Workers employed by any contractor within an identified free zone who resides outside of that same free zone will be paid according to the Kilometer Chart from the **project to their residence less thirty (30) km**. The **project** must be within the one hundred and twenty (120) km zone as outlined in the definition of a local resident.

(e) Local Resident

A local resident shall be defined as an employee having resided at a permanent address within one hundred and twenty (120) km of the job for a period of not less than ninety (90) days prior to the commencement of the project.



ARTICLE 8: WORKING CONDITIONS

- 8.01 Lunch periods shall be at mid-shift.
- 8.02 Two breaks of ten (10) minutes each, but not more, shall be allowed during the regular shift. Time of these breaks shall be mutually agreed upon and the entire crew may take the break simultaneously. Where work is scheduled for a period of ten (10) hours, a third rest break will be taken.
- 8.03 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. **Drinking water shall be local potable water - if not available, purified bottled water will be supplied by the Employer.**
- 8.04 If requested the Employer shall provide a termination slip upon termination, which shall state the reason for the employee's termination, and whether or not the employee is eligible for rehire. A copy of the termination slip shall be supplied within three (3) calendar days upon request of the Union.
- 8.05 Adequate time will be allowed prior to quitting time for pickup of tools.
- 8.06 Suitable accommodation for meals and a place for employees' tools and clothing will 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. Where flush toilets are not available, portable facilities must be provided.
- 8.07 In case of fire, burglary or marine wreck (as defined by the Insurance Act) 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 **six hundred dollars (\$600.00)**. The Employer shall also provide 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 their rights to submit a claim shall be waived.

- 8.08 On pile driving work, crane operators will come under the authority of the pile driving foreman, and will be expected to take orders from this foreman only.
- 8.09 If a crew is required to work after the regular shift in excess of two (2) hours overtime, a lunch and hot coffee will be provided by the Employer. There will be no loss of time to the employees during this period and work will continue. If the Employer takes the employees to a restaurant in lieu of the above, they shall not be considered working during that period.

Where it is impractical to have a hot meal, a meal allowance shall be included on the next regular pay cheque. The meal allowance shall be twenty-two dollars (\$22.00).

Effective May 01, 2006, the meal allowance shall be twenty-three dollars (\$23.00)

If the employee continues to work after this lunch or meal, they shall be provided with a meal at four (4) hour intervals thereafter on the same basis as provided above.

- 8.10 The Employer shall pay all costs of obtaining operators' licences required under the Motor Vehicle Act for employees covered by this Agreement.
- 8.11 No employee will be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interests of the Union.
- 8.12 All Operating Engineers who request coveralls shall have these supplied by the Employer and replaced upon normal wear and tear. Mechanics shall be supplied with rain gear by the Employer and replaced upon normal wear and tear. Employees are expected to take reasonable care of coveralls supplied. Shop crews only shall have coveralls supplied and cleaned by the Employer. In the event that an employee does not return the coveralls or rain gear supplied to them by the Employer, the Employer shall deduct this cost from the employee.

Essential protective clothing including welder's gloves, rigging gloves, rigging belts, respirators, high visibility vests, protective vests or leather jackets and noise abatement devices shall be supplied at no charge to the employee. In the event that an employee does not return the foregoing items supplied to them by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee.

Life jackets, hard hats, suspensions for hard hats, welder's goggles, fire retardant coveralls for welders and magnifying glasses for welder's helmets will be provided by the Employer where necessary on a charge out basis at cost, such cost to be deducted from the employee's earnings and refunded at such time as the employee returns the items to the Employer in reasonable condition, subject to normal wear and tear. The Employer agrees to the replacement of glass and other reasonable repairs to welding helmets for damage occurring to the employee's helmet while in the employ of the Employer.

8.13 **Flex Lunch**

The lunch meal may be taken 1/2 hour either side of midshift, e.g. shift of 8:00 am. to 4:30 p.m. – midshift is 12:00 p.m. Lunch may be taken as early as 11:30 a.m. and is to be consumed by 1:00 p.m. Where an employee is required to work through this time period, such employee shall be paid one-half (1/2) hour at applicable rates and shall be given reasonable time to consume his lunch. Such time shall be paid for as part of the daily overtime.

- 8.14 Waterless hand cleaner will be supplied at all mechanical operations covered by this Agreement.
- 8.15 At Christmas shut downs, all employees will be paid return fare, provided they return to the job. In the case of employees not returning to the job after the shutdown, the provisions of Article 7.01: Hiring and Termination will apply.
- 8.16 When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping mechanic's tools. Tools shall be shipped within forty-eight (48)

hours, (excluding weekends and holidays), of an employee leaving their employment, subject to the same conditions as govern transportation.

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

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

8.18 While working on projects, the Employer shall be responsible to provide parking for all employees within a reasonable distance from the job site. No costs shall be incurred by the Employer.

8.19 Confined Space

When employees are required to work inside hulls, scows or derricks that are not designated as a normal work area, they will receive a premium of two dollars (\$2.00) per hour over and above their regular hourly rate. A two (2) hour minimum will apply. This premium will not apply when an employee is required to inspect a scow or derrick and the time spent performing this duty takes less than one half (1/2) hour.

8.20 Indemnity Clause

The Employer agrees that upon request from the Union, the Employer will provide information that confirms adequate insurance coverage for employees covered by this Agreement while working within the scope of their employment.

ARTICLE 9: UNION SHOP

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

The Union recognizes where the individual Employer wishes to "name request" a former employee who is a member in good standing, and having been regularly employed within the Pile Driving and Clamshell Industry, this request will be acknowledged by the Union, provided, however, the Union is first notified of the individual Employer's intention to "name request".

9.02 Hiring

When employees, including foremen, are required only Union members having confirmation from the Union shall be hired.

Apprentices and trainees, as required, shall be hired through and in accordance with the Joint Apprenticeship Plan as outlined in Article 13: Operating Engineers' (Local 115) Joint Apprenticeship And Training Plan & Fund 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.

When Union members are not available in British Columbia, 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 in the Union, or be replaced by a Union member when available.

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

When an employee suffers a compensable injury, they shall be entitled to re-employment with the Employer when the employee receives a clearance to return to work from their 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.

- 9.03 Should an employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge this employee forthwith.

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

- 9.04 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of the Union members to work with non-union workers, or workers whose organization is not affiliated with the Building Trades Council, shall not be deemed a breach of this Agreement. The Employer involved will be given twenty-four (24) hours' notice, and there shall be no stoppage of work until such notice has expired.

- 9.05 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 by the Building Trades Council of British Columbia or to work with or to receive from any person or firms who are considered unfair by any of the Building Trades Councils.

ARTICLE 10: JOB STEWARDS

- 10.01 Job stewards shall be recognized on all jobs and shall not be discriminated against. All Job stewards shall be appointed by the **Member** Representative of the Union, and the Employer shall be notified in writing. 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 a layoff or reduction in the work force, such job stewards shall, at all times, be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the job steward to carry out their duties.
- 10.02 The Union shall be notified in writing within forty-eight (48) hours if a job steward is discharged for cause, and such cause shall be stated in the reasons.
- 10.03 **Member** 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 the **Member** Representative interfere with the employees during working hours unless permission is granted.

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

ARTICLE 11: ROOM AND BOARD

- 11.01 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 British Columbia and Yukon Territory Building Trades Council Camp Rules 1987 - 1997 as attached hereto.

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

- 11.02 In areas where no camps are provided, the Employer will supply to every employee covered by this Agreement free room and board.

These accommodations shall provide single room accommodations for each employee.

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

- 11.03 No employee shall accept any payment in lieu of free room and board in these areas except as provided for elsewhere in this Agreement.

- 11.04 Any employee who is accommodated by the Employer in camps may, on any weekend, vacate or check out of such accommodation and the Employer shall pay the employee **twenty-five dollars (\$25.00)** per day. Any employee who is accommodated by the Employer in motels - hotels may, on any weekend, vacate or check out of such accommodation and the Employer shall pay the employee **twenty-five dollars (\$25.00)** per day.

To qualify, the employee must work the scheduled shift prior to the weekend and/or General Holiday and the scheduled shift after the weekend and/or General Holiday unless arrangements to the contrary are agreed upon between the employee and the Employer.

ARTICLE 12: ACCIDENT PREVENTION

- 12.01 (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 they fail to work under unsafe conditions as set out in the regulations. Any refusal of an employee to abide by known Workers' Compensation Board 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 the operator feels it is improperly loaded. The operator may not be ordered to operate said vehicle or equipment until they have been satisfied any defects have been corrected.
- (c) When an accident occurs to any workman on the job, the steward shall take charge at once and care for the injured employee, thereafter reporting the accident to the Union. The Employer shall pay the steward their regular wages while taking care of the injured employee.
- (d) It is illegal to travel outside any harbour on pile driving or tug boats, and employees are subject to a fine for travelling thereon. Since a line drawn between Point Atkinson and Point Roberts is designated as the dividing line, all travel outside of that area shall be by passenger service.
- (e) In accordance with the regulations of the Workers' Compensation Board, it shall be the responsibility of the employee to wear suitable footwear and hard hats on all jobs, and life jackets when working above or around water.

12.02 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.

12.03 Copies of the Minutes of Safety Meetings shall be forwarded promptly each month to the respective Union Office.

ARTICLE 13: OPERATING ENGINEERS' (LOCAL 115) JOINT APPRENTICESHIP AND TRAINING PLAN & FUND

Effective September 1, 2004 the Employer shall make contributions at the rate of **twenty-nine cents (\$0.29)** per hour for each hour of work performed by each employee covered by this Agreement to the Operating Engineers' (Local 115) Joint Apprenticeship and Training Plan Fund and an additional one cent (1¢) per hour per year thereafter.

Effective September 1, 2005	thirty cents (\$0.30) per hour
Effective September 1, 2006	thirty-one cents (\$0.31) per hour
Effective September 1, 2007	thirty-two cents (\$0.32) per hour

The Operating Engineers' (Local 115) Joint Apprenticeship and Training Plan Fund shall be used to provide workers with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of construction and allied equipment and to provide for tradesmen's qualification test.

The Operating Engineers' (Local 115) Joint Apprenticeship and Training Plan Fund will be administered by the Joint Apprenticeship Board established under the Operating Engineers' (Local 115) Joint Apprenticeship and Training Plan.

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

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

ARTICLE 14: DISPUTES

14.01 Jurisdiction - BC Jurisdictional Work Assignments Plan

- (a) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), Agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will renegotiate such provision or provisions and all other provisions shall not be affected thereby.
- (b) The Employer shall, upon request, make known their intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.
- (c) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- (d) The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- (e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- (f) The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the Collective Agreements.
- (g) Jurisdictional Assignment Plan Fund
 - (i) One-half cent ($\frac{1}{2}\text{¢}$) per hour for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form provided for in this

Collective Agreement for each hour of work performed by each employee covered by this Agreement.

- (ii) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

14.02 Grievances

It is the spirit and intent of this Agreement, as contained in Article 1: Objects, to resolve all employee or Employer grievances promptly and wherever possible, within the Industry.

If, during the term of this Agreement, there should arise any difference between the parties to or the persons bound by this Agreement concerning interpretation, application, operation or any alleged violation thereof, or concerning discharge of any employee which may be alleged to be unjust, and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:

- (a) The job steward or **member** representative of the Union shall first discuss the difference with the foreman, superintendent, or the Employer, in that order, in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing to the other party within thirty (30) days of its occurrence excepting that in the matter of discharge, such grievance must be submitted in writing within ten (10) days of occurrence, or in every case, the matter shall be deemed to be waived.

However, the foregoing time limits will not apply where there has been a failure to pay fully amounts due to funds specified in this Agreement, or to remit deductions from employees as provided for in this Agreement.

It is intended that the failure of the Employer to make the requisite contributions to be made on behalf of the employees as provided elsewhere in this Agreement may be claimed by the employees at any time.

The Employer shall only remain liable for the Benefits Plan and similar funds as provided for in this Agreement on behalf of the sub-contractor.

- (b) In the event a grievance involving a question of discharge is not resolved in seven (7) days and a grievance involving other matters is not resolved within twenty (20) days it may, if mutually agreed, be referred in writing and heard by an Industry Grievance Panel, or if the parties fail to agree that the grievance is to be referred to an Industry Grievance Panel, then each party shall within five (5) days appoint a member to a Board of Arbitration. The two appointees shall within five (5) days of appointment agree upon a person to act as chairman, but failing to do so within this time, they shall jointly request the Minister of Labour for British Columbia to appoint such chairman.

The Board of Arbitration shall, within ten (10) days or such extended period as may be mutually agreed by the parties, hear the parties and render a decision which

shall be final and binding. The fees and expenses of the chairman of the Board of Arbitration shall be borne equally by the parties to the grievance.

In the event a matter of discharge has not been referred to the Industry Grievance Panel or to an Arbitration Board within seven (7) days of its receipt in writing, then the matter shall be deemed to be waived.

14.03 Industry Grievance Panel

An Industry Grievance Panel shall be drawn from representatives of the Unionized Construction Industry and shall be composed of at least four (4) members and not more than six (6) members. Appointment of panel members shall be made from among those persons who are officers of the participating Unions, and those persons who are Directors of the participating Associations. In no case and at no time shall representatives of the Union, or the Employer involved in the dispute, be appointed to a Panel. In all proceedings of the Panel, the Union and the Associations shall have equal representation and voting rights.

Construction Labour Relations Association of British Columbia shall, when requested to do so by the Employer, have the right to represent such Employer on all matters relating to labour relations which may come before the Grievance Panel.

The Industry Grievance Panel shall meet and endeavour to render a decision within five (5) days of receipt of the grievance in writing. In the event that the Panel cannot arrive at a decision to the disposition of the grievance within such time, or either party to the grievance is unwilling to accept the decision, the Panel shall add to its numbers by the selection of a chairman with voting rights, from a pre-determined list of persons mutually agreed upon by the parties hereto to act as such. Should one of those persons fail to be appointed, or none be able to act, the Minister of Labour of British Columbia shall be requested to appoint a chairman. The Panel, with the chairman added, shall meet and hear evidence and shall have all rights, powers, duties and authorities given to a Board of Arbitration by virtue of the Arbitration Act, R.S.B.C. 1960, Chapter 14 and shall render its decision within ten (10) days of receipt of the grievance in writing, and its decision shall be final and binding on the parties to the grievance.

Any and all grievances referred to an Industry Grievance Panel as provided herein shall be resolved by a majority decision of the Panel. A decision of the Panel in matters concerning discharge may include an award of damages or compensation or an order of reinstatement of employment, or any or all of the foregoing as it deems just and equitable. The fees and expenses of the Grievance Panel Chairman, where one is required, shall be borne equally by the parties to the grievance.

If for any reason the Industry Grievance Panel ceases to exist or refuses to act in any grievance referred to it by a party or person bound by this Agreement, such grievance shall instead be dealt with by a Board of Arbitration as provided for herein.

The services of an Industry Grievance Panel as constituted herein shall be available to active Employer members of the Association, and any Employer bound by this Agreement in the Construction Industry within the Province of British Columbia.

14.04 Time Limits

The specified time limits in this Article shall be strictly construed and may be extended only with the mutual consent of the parties to the grievance. The time limits shall be exclusive of Saturdays, Sundays, and General Holidays.

ARTICLE 15: PUBLIC RELATIONS

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

ARTICLE 16: SAVINGS CLAUSE

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

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

ARTICLE 17: WORKING DUES CHECKOFF

The hourly working dues shall be calculated at two percent (2%) of the Group 2 hourly wage rate contained in the Heavy Construction Agreement (these amounts shall be calculated to the nearest penny) and shall be deducted for each hour that wages are payable and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. Refer to Schedule "A" - Total Employer/Employee Contributions, for amounts and effective dates.

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

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

ARTICLE 18: MECHANICS, SERVICEMAN TOOL ALLOWANCE FUND

The Employer shall make contributions at the rate of six cents (6¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics Tool Allowance Fund.

ARTICLE 19: CONSTRUCTION INDUSTRY REHABILITATION FUND

The Employer shall make contributions at the rate of two cents (2¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

ARTICLE 20: OPERATING ENGINEERS' ADVANCEMENT FUND

The Employer shall make contributions at the rate of fifteen cents (15¢) per hour for each hour for which wages are 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 Article 13, 14, 17, 18, 19, 20 and Schedule "A" - (10) –Benefits Plan and Pension Plans, shall be remitted monthly by cheque, together with a form supplied to the Employers by the Union, to the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan shall remit monthly all such monies received to the Operating Engineers' Joint Apprenticeship and Upgrading Fund and Plan, the Jurisdictional Assignment Plan Fund, the Operating Engineers' Mechanics Tool Allowance Fund, the Construction Industry Rehabilitation Fund, the Operating Engineers' Advancement Fund and the Union. The said Operating Engineers' Benefits Plan may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan, and approved by the Trustees of the recipient Funds.

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

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

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

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

ARTICLE 22: TECHNOLOGICAL CHANGE

It is understood and agreed that during the first six (6) months of this Agreement the parties will meet and in accordance with Section 54 of the Labour Relations Code of British Columbia negotiate an Article on Technological Change to become part of this Agreement.

ARTICLE 23: RETROACTIVE PAY

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

This shall apply to all past and present employees.

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

ARTICLE 24: ENABLING CLAUSE

When in the opinion of both parties it is deemed beneficial to the Employer and the Union members the terms and conditions of the Collective Agreement may be modified for work coming under the Clamshell, Pile Driving Agreement "Extent" Article. Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one project, for a type of work, for a specific area or for a specific period of time.

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

Any problems or disputes arising out of the interpretation of this Enabling Clause will be dealt with by the Enabling Committee.

Signed this _____ day of _____, **2005**.

As negotiated by the Operating Engineers' and the Marine and Pile Driving Contractors.

AGRA FOUNDATIONS LIMITED

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 115

Derek Harris, Manager

Frank Carr, **Member** Representative

Negotiated on behalf of the International Union of Operating Engineers - Local 115 by:

Frank Carr and Craig McIntosh

SCHEDULE "A": SPECIAL PROVISIONS AND WAGES

A.01 Foremen

If the Employer works four (4) or more employees in a permanent shop under the jurisdiction of the Operating Engineers, an Operating Engineers foreman shall be employed at ten percent (10%) per hour over the hourly rate of the highest Operating Engineers classification under their supervision.

When Operating Engineers foremen are required on other types of work, the Operating Engineers foreman shall be paid at ten percent (10%) per hour over the hourly rate of the highest Operating Engineers classification under their supervision.

When clamshell dredge operators perform work other than pile driving, they shall receive one dollar (\$1.00) per hour over their classification as a supervisory premium. Rigs of three (3) cubic yards capacity and over shall receive this premium at all times.

A.02 Apprentices

- (a) Where the Employer employs more than four (4) but less than ten (10) Journeymen mechanics he shall employ at least one (1) Registered Apprentice. Where the Employer employs more than ten (10) Journeymen Mechanics, he shall employ at least two (2) Registered Apprentices.

Where the Employer employs more than four (4) but less than ten (10) Journeymen Crane Operators he shall employ at least one (1) Registered Crane Apprentice/Trainee. Where the Employer employs more than ten (10) Journeymen Crane Operators, he shall employ at least two (2) Registered Crane Apprentices/Trainees.

- (b) All Operating Engineer Apprentices shall be hired through the Operating Engineers' Apprenticeship Plan.
- (c) The rate of pay for all apprentices shall be in accordance with ***any jointly administered plans of apprenticeship and upgrading. The rate of pay for all crane apprentices shall be a minimum of eighty-five percent (85%) of a Journeyman's rate.***
- (d) Both parties agree to encourage and participate in the training of operators. Apprentice operators may replace, with the approval of the Union, deck engineers on marine rigs. Apprentice operators may replace, with the approval of the Union, utility operators on multi-rig land foundation projects. Regular employees or journeymen crane operators shall not be displaced as a result of apprentice operators being used as utility operators. Apprentice operators will be employed wherever practical to provide all around training for the industry.

A.03 Servicing

Where an Operating Engineer is required to service before or after the regular shift, such time shall be paid at the overtime rate of pay. On steam rigs only, where an Operating Engineer is required to steam up before the regular starting time, a minimum of one-half (½) hour at the overtime rate will be allowed.

A.04 Tools

The Employer will furnish heavy duty and special tools; tools broken on the job shall be replaced by the Employer.

Tool List

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

A.05 Crews

(a) Land Work

Crews on power shovels, drag lines, clamshells of two (2) cubic yard capacity and over, cranes of one hundred (100) ton capacity and over, trenching machines and excavators of one and one-half (1½) cubic yard capacity and over shall consist of a journeyman operator and an apprentice operator, except on pile driving work. It is recognized that the moving (driving) and servicing of the above equipment is the work of the Operating Engineers.

(b) Marine Work

When cranes, drag lines, dipper dredges, clamshell dredges, backhoes or similar equipment falling under the jurisdiction of the Operating Engineers are mounted on a spud or deck winch scow, the minimum crew shall consist of:

1 journeyman operator
1 deck engineer

This crew article shall also apply to specialty marine pile driving rigs. Accepted loader operations are excluded.

The minimum crew for clamshell dredges six (6) cubic yards and over shall consist of:

1 journeyman operator
1 journeyman deck engineer
1 deck hand

The Union agrees that it will consider and not unreasonably deny requests by the Employer to delete the requirement for a deck hand on clamshell dredges of six (6) cubic yards and over when the third crew member is not required, such as side

casting operations. It is also understood that the deck hand may be omitted when the six (6) cubic yard rig is used for construction work with a pile driving or erection crew.

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

The crews specified are understood to be the minimum crew. It is recognized that considerations of safety, reasonable work load, and other factors may require that a larger crew be employed, this to be determined at a pre-job conference and such additional employees required shall be employees covered under this Agreement.

A.06 Manning Clause

All equipment shall be manned as provided in Schedule "A" and in addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, the Engineer will be assisted by an employee covered by this Agreement in accordance with accepted practices within the Pile Driving and Dredging Industry, or as may mutually be agreed between the Employer and the Union.

A.07 Machine and Work Assignment

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

A.08 Equipment Assembly

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

A.09 Benefits Plan and Pension Plan

Effective September 1, 2004 the Employer shall make contributions at the rate of **one dollar and eighty-two cents (\$1.82)** per hour for which wages are earned hereunder to each employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

The Benefits Plan contribution shall be increased as follows:

Effective September 1, 2005	\$1.87 per hour
Effective September 1, 2006	\$1.92 per hour
Effective September 1, 2007	\$1.97 per hour

This contribution will be based on hours earned, i.e. double time = double contributions.

Effective September 1, 2004 the Employer shall make contributions at the rate of **four dollars and forty-five cents (\$4.45)** per hour for which wages are earned hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

The pension plan contribution shall be increased as follows:

Effective September 1, 2005	\$4.55 per hour
Effective September 1, 2006	\$4.65 per hour
Effective September 1, 2007	\$4.75 per hour

This contribution will be based on hours earned, i.e. double time = double contributions.

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

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

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

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

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

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

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

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

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

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

A.10 First Aid Attendants and Construction Safety Officers

Employees required to act as First Aid Attendants and/or Construction Safety Officers or have a valid Level 2 or 3 first aid ticket shall receive an additional fifty cents (50¢) per hour above their regular wage rate.

SCHEDULE OF TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS

		Sept. 1, 2004	Sept. 1, 2005	Sept. 1, 2006	Sept. 1, 2007
Benefits Plan		1.82	1.87	1.92	1.97
	1.5x	2.73	2.805	2.88	2.955
	2x	3.64	3.74	3.84	3.94
Pension Plan		4.45	4.55	4.65	4.75
	1.5x	6.675	6.825	6.975	7.125
	2x	8.90	9.10	9.30	9.50
Apprenticeship Plan		0.29	0.30	0.31	0.32
Union Dues Check Off		0.54	0.54	0.54	0.54
Tool Allowance		0.06	0.06	0.06	0.06
Rehabilitation Fund		0.02	0.02	0.02	0.02
Jurisdictional Assignment Fund		0.005	0.005	0.005	0.005
Operating Engineers' Advancement Fund		0.15	0.15	0.15	0.15
		<hr/>	<hr/>	<hr/>	<hr/>
Straight Time Hours		7.335	7.495	7.655	7.815
Time and One-Half Hours		10.47	10.705	10.94	11.175
Double Time Hours		13.605	13.915	14.225	14.535

SCHEDULE OF HOURLY WAGE RATES AND CLASSIFICATIONS

CLASSIFICATIONS	Sept. 1, 2004	Sept. 1, 2005	Sept. 1, 2006	Sept. 1, 2007
Operator (7 yards and up to 10 yards) Deck Engineer required in dredging	\$32.89	\$33.40	\$34.09	\$34.96
Operator (5 yards and up to 7 yards) Deck Engineer required in dredging	32.10	32.59	33.26	34.11
Operator (3 yards and under 5 yards) Deck Engineer required in dredging	31.75	32.24	32.90	33.74
Gantry Crane	31.75	32.24	32.90	33.74
Operator (under 3 yards) Deck Engineer required in dredging	31.38	31.86	32.51	33.34
Fixed Floating Pile Drivers Skid Rigs (Hammerman)	31.38	31.86	32.51	33.34
Front End Loader (over 5 yards)	31.26	31.74	32.38	33.20
Rotary Type Drill (Truck and Crawler Mounted)	31.26	31.74	32.38	33.20
Mechanics, Welders, Bodyman Painter	30.95	31.42	32.06	32.87
Boatman (over 225 h.p.)	30.25	30.71	31.33	32.12
Front End Loader (under 5 yards)	30.13	30.58	31.19	31.98
Serviceman & Utility Operator	29.86	30.31	30.92	31.70
Deck Engineer*	29.20	29.20	29.20	29.20
Boatman (up to 225 h.p.)	29.55	29.99	30.59	31.36
Front End Person and Assistant Driller	25.90	26.27	26.78	27.43
Deck Hand	24.19	24.52	24.98	25.58
Helper	21.30	21.58	21.97	22.48

*** No increase to the hourly wage rate of this classification during the term of the agreement. Increases to pension and benefits and/or other contributions will apply.**

1. All rated capacities referred to in the above schedule are maximum manufacturers' factory rating for struck capacity of the machine.
2. All boats operated, leased, chartered or owned by the Employer shall be operated by members of the International Union of Operating Engineers unless covered by a Collective Agreement with the Canadian Merchant Service Guild.
3. Where classifications not specified above are required, they shall be in accordance with the standard Heavy Construction Agreement as negotiated with the Construction Labour Relations Association of British Columbia and the appropriate rates for the said Agreement shall apply and conditions as outlined in this Agreement shall apply.

On heavy construction jobs where boat operators and deck hands are required to perform work relating to debris control and removal in navigable rivers and where the work performed may be that of flood control and where the work is not in conjunction with clamshell or dipper dredging operations, the above rates shall apply.

LETTER OF UNDERSTANDING #1

BY AND BETWEEN: MARINE & PILE DRIVING CONTRACTORS SIGNATORY TO THE STANDARD PILE DRIVING, DIPPER, CLAMSHELL DREDGING & RELATED WORK AGREEMENT

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Hours of Labour, Overtime

The following provisions of this letter may be invoked by either party upon thirty (30) days written notice. However, the terms as outlined in the May 01, **2004** to April 30, **2008** Collective Agreement shall be in full force and effect for the duration of the Agreement. Such notice may only be given after the expiry of this Agreement.

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

5.01 Regular Hours – Single Shift

Seven and one half (7½) hours shall constitute a days work between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday. Five (5) days shall constitute a weeks work, i.e. Monday 8:00 a.m. to Friday 4:00 p.m. The start of the work week shall be Monday 8:00 a.m.

ARTICLE 6: OVERTIME

6.01 All hours worked outside the regular hours and outside the established shift hours or the accepted variations therefrom, shall be considered overtime until a break of seven and one half (7½) hours occurs and shall be paid for at double time rates.

Hours worked on Saturdays, Sundays and General Holidays will be paid for at double time.

Signed this _____ day of _____, **2005**.

As negotiated by the Operating Engineers' and the Marine and Pile Driving Contractors.

AGRA FOUNDATIONS LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

Derek Harris, Manager

Frank Carr, **Member** Representative

LETTER OF UNDERSTANDING #2

BY AND BETWEEN: MARINE & PILE DRIVING CONTRACTORS SIGNATORY TO THE STANDARD PILE DRIVING, DIPPER, CLAMSHELL DREDGING & RELATED WORK AGREEMENT

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

Re: Market Recovery Program

WHEREAS:

- A. The parties recognize the desirability of maintaining stable industrial relations in the Pile Driving Industry through the maintenance of fair and reasonable working conditions and job security for employees who are members of the Union.
- B. The parties to the Standard Agreement 1991-1993 have negotiated Article 24: Enabling Clause which permits the Union, upon application by and consideration for the circumstances of an Employer, to modify the terms and conditions of the Standard Agreement in order that an Employer signatory to the Standard Agreement may become more competitive.
- C. Arrangements made pursuant to the Enabling Clause have allowed Employers to become more competitive in the pile driving job bidding market.
- D. The Union wishes to protect and advance the interests of its members by obtaining more work for them.
- E. ARTICLE 24:Enabling Clause of the Standard Agreement allows for mutually agreed upon modifications to be enumerated in a Letter of Understanding.

THEREFORE THE PARTIES AGREE AS FOLLOW:

- 1. The Union will create, maintain and administer a fund pursuant to the constitution and by-laws of the Union known as the Pile Driving Industry Market Recovery Fund (the "Fund").
- 2. The purpose of the Fund is to make available in appropriate circumstances funds to reduce the labour costs of Employers who employ Union members thus enabling those Employers to compete more effectively for work against Employers who do not employ Union members or who do not honour the terms and conditions of the Standard Agreement.
- 3. The Union, in its sole discretion, will decide which projects qualify for advancement under the Fund.
- 4. The Union in exercising its discretion on a job by job basis, and without limiting the generality of the following, will consider such factors as: the number of contractors bidding the job; the nature of the job; the location of the project; the number of hours involved for

Journeymen members of the Union; the availability of monies in the Fund; and the timing of the request.

5. Employers wishing to apply for advancement from the Fund must be signatory to the Standard Agreement and employ only members of the Union who are in good standing.
6. It is the responsibility of the individual Employer or Contractor to make all necessary inquiries of the Union regarding the status of any job and whether funding will be available prior to submitting a bid.
7. The Employer agrees that it will bear all costs of preparing and submitting an application to the Fund and agrees that the Union shall bear no liability to the contractor for such preparation regardless whether the contractor's bid is successful or not.
8. The parties agree that the following procedure shall be established for applications for Pile Driving Industry Market Recovery Fund advancement:
 - (a) Funding will be available only to reduce the hourly labour costs of journeymen and/or foremen members. Funding will not be available to reduce labour costs for apprentices. 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 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.
9. 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.
10. Cancellation: This Letter of Understanding may be cancelled by either party upon thirty (30) days written notice. In the event of a cancellation, the parties will fulfil any outstanding obligations pursuant to this letter with respect to already approved jobs.

Signed this ____ day of _____, **2005**.

As negotiated by the Operating Engineers' and the Marine and Pile Driving Contractors.

AGRA FOUNDATIONS LIMITED

INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115

Derek Harris, Manager

Frank Carr, **Member** Representative

LETTER OF UNDERSTANDING #3

**BY AND BETWEEN: MARINE & PILE DRIVING CONTRACTORS SIGNATORY TO THE
STANDARD PILE DRIVING, DIPPER, CLAMSHELL DREDGING &
RELATED WORK AGREEMENT**

(the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(the "Union")

Except as specifically expressed in the Letter of Understanding, all other terms and conditions of the Standard Pile Driving, Dipper, Clamshell And Related Work Agreement shall apply.

Independent Shift

When the contractor produces evidence of a project in writing to the Union forty-eight (48) hours in advance that work can only be performed outside the regular day shift, the following terms shall apply.

- 1) Independent afternoon or graveyard shifts may be worked within the established shift hours and be paid at straight time rates, provided the shift is worked for at least three consecutive shifts, Sunday 11:30 p.m. to Friday 11:30 p.m. The established shift differentials shall apply as per the Standard Agreement. The full shift must be paid for this letter to apply. Start time may be flexed by one (1) hour either side of the established shift start times.**
- 2) Double time shall be paid for all hours worked outside the shift.**
- 3) On overtime days, the shift shall be guaranteed at the applicable overtime rates.**
- 4) Clamshell Dredging will only be included on a project-by-project basis as agreed above.**
- 5) This provision shall expire on April 30, 2008 or after 30 days' written notice by either party, unless the parties agree to an extension.**

Signed this _____ day of _____, 2005.

As negotiated by the Operating Engineers' and the Marine and Pile Driving Contractors.

AGRA FOUNDATIONS LIMITED

**INTERNATIONAL UNION OF OPERATING
ENGINEERS - LOCAL 115**

Derek Harris, Manager

Frank Carr, Member Representative

STANDARD FORMAT FOR SAFETY MEETINGS

- (a) Date, time of commencement and adjournment.
- (b) Name, address and phone number of prime contractor.
- (c) Location and phone number of project.
- (d) Members of committee present (note chairperson and secretary). List of names with spaces for occupation, name of contractor and company crew size.
- (e) Contractors or trades not represented. (Name - Contractor or Trade)
- (f) Minutes of previous meeting read.
- (g) Report of dispensation of previous recommendations.
- (h) Accidents or injuries investigated since previous meeting.
- (i) Weekly job site meeting's report.
- (j) Any unsafe conditions per Workers' Compensation Board inspection or observation report read into minutes, including the date, report number and name of inspector.
- (k) First Aid Report:
 - the attendant's name, grade and number
 - report of injuries since previous meeting
- (l) Accidents or injuries requiring further investigation.
- (m) Member's reports of unsafe conditions identifying the:
 - problem,
 - corrective action and
 - responsibility.
- (n) Work schedule projections.
- (o) Other business.
- (p) Date of next meeting.
- (q) Secretary's signature.

OFFICES OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

DISTRICT 1 (Head Office)

4333 Ledger Avenue, Burnaby, BC, V5G 3T3 Phone: (604) 291-8831

DISTRICT 2

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

DISTRICT 3

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

DISTRICT 4 AND DISTRICT 5

513 Ahbau Street, Prince George, BC, V2M 3R8 Phone: (250) 563-3669

DISTRICT 6

#102 - 105 Ninth Avenue S., Cranbrook, BC, V1C 2M1 Phone: (250) 426-4562

103 Centennial Square, Sparwood, BC, V0B 2G0 Phone: (250) 425-2161

OPERATING ENGINEERS (LOCAL 115) JOINT APPRENTICESHIP & TRAINING PLAN

Room 300 - 4333 Ledger Avenue, Burnaby, BC, V5G 3T3 Phone: (604) 299-7764

THE OPERATING ENGINEERS' BENEFITS PLAN

THE OPERATING ENGINEERS' PENSION PLAN

Room 402 - 4333 Ledger Avenue, Burnaby, BC, V5G 4G9 Phone: (250) 299-8341

Toll Free: 1 (800) 663-9524