

ROAD BUILDING INDUSTRY STANDARD AGREEMENT  
(PAVING)

AGREEMENT BETWEEN:

CONTRACTORS INVOLVED IN THE ROAD BUILDING INDUSTRY

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

***March 1, 2011 to February 28, 2013***

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AGREEMENT BETWEEN:

CONTRACTORS INVOLVED IN THE ROAD BUILDING INDUSTRY

(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, lockouts, and work stoppages; enable the skills of both Employers and employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

For the 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 March 1, **2011**, to and including February 28, **2013** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date February 28, **2013**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

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

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

### **ARTICLE 3. EXTENT**

Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in the attached Schedule on the following types of construction 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.

Federal, Provincial, Territorial or municipal roads and highways, logging roads, mining roads, mine stripping, railway grades, dykes, access roads to projects or industrial sites, all asphalt paving and concrete paving of highways and roads, asphalt parking lots and driveways, airport runways and taxi strips and gravel crushing for the foregoing types of work. The Employer shall be allowed to perform residential and municipal utility work and mine tailing dams under the terms and conditions of this Agreement.

When working on construction projects other than those described above, the Employer agrees that he shall abide by the Agreements covering such work between the Union and the Construction Labour Relations Association of B.C., and the Pipe Line Contractors Association of Canada.

On major industrial site projects that have a combination of Heavy and Road work, i.e. pulp mills, refineries, mines, chemical plants or similar type projects, a pre-job conference shall be held to determine those portions of the project covered by the Extent Article of this Agreement and the Heavy Construction Agreement.

### 3.02 Sub-Contractors:

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

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

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

### 3.03 Owner-Operators:

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

(b) Owner-Operator Audit:

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

(c) The Employer agrees that he will not, under any circumstances, engage an owner-operator to perform work for him unless and until the owner-operator, prior to the commencement of such work:

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

\* SEE APPROPRIATE SCHEDULE

- (iv) agrees that the Employer may withhold a reasonable sum pending presentation by the owner-operator of a Workers' Compensation Board clearance letter pertaining to assessments.

(d) The Union agrees that such remittances by the Employer shall be apportioned and applied on behalf of the owner-operator as contributions to the Operating Engineers' Benefits Plan, the Operating Engineers' Pension Plan, the Operating Engineers' Joint Apprenticeship Plan, the Operating Engineers' Tool Allowance Fund, the Operating Engineers' Advancement Fund, the Construction Industry Rehabilitation Fund, and working dues checkoff and all other Funds as set out in this Agreement.

(e) The total of such deductions made by the Employer in each month shall be remitted to the Union by the Employer not later than the fifteenth (15th) day of the following month and each such remittance shall be accompanied by an Operating Engineers' Benefits Plan form properly completed by the Employer. Such Benefits Plan form shall be provided for the Employer by the Union.

The method of deductions and remittances referred to above, shall be consistent with Article 23 of this Agreement.

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

The owner-operator may become an employee of the Employer and be covered by this Collective Agreement.

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

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme, or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, or depriving any employee of employment.

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

## **ARTICLE 4. WAGES**

### **4.01 Hourly Wage Rates:**

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

### **4.02 Vacation and General Holidays:**

Vacation and General Holiday pay shall be accrued at the rate of twelve and one-half percent (12-1/2%) of gross earnings (six percent [6%] for annual vacation and six and one-half percent [6 1/2%] for General Holidays) and shall be paid to the employee upon termination of employment, or when an employee takes his annual vacation.

**\*SEE APPROPRIATE SCHEDULE**

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

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

Employees who have completed twelve (12) months of continuous employment from their date of hire (excluding temporary layoff) upon request shall be entitled to a minimum of three (3) consecutive weeks' vacation. Vacation periods will be arranged by mutual agreement between the employee and the Employer. It being understood no fare and travel time is payable.

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

then such holidays shall be recognized and the General Holiday pay shall be increased by one-half of one percent (0.5%) for each additional day.

\* SEE APPROPRIATE SCHEDULE

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

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

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

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

#### 4.03 Employees Working in Permanent Shops:

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

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

Employees shall choose their time off for their annual vacations.

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

#### 4.04 Payment of Wages:

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

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

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

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

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer, and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.

The Employer 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.

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

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

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

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

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

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

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

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

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

#### 4.06 New Classifications:

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



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

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Article 14.

4.07 Higher Wage Rates:

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

4.08 Lesser Rate of Pay:

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

**ARTICLE 5. BENEFITS AND PENSION PLAN**

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

The Employer shall make contributions for each hour earned in respect to each employee covered by this Agreement to the Operating Engineers' Pension Plan.

For clarification, "hours earned" means one and one-half or two times the contribution rate for overtime hours.

\* SEE APPROPRIATE SCHEDULE

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

The Union in consultation with the administrator, board of trustees, actuary, and consultants of the Operating Engineers Benefits and Pension Plans (the "Plans") may in the best interest of the Plan participants and beneficiaries reapportion those contributions received as provided for in the Schedule of Employer/Employee Contributions.

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

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

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

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

- (a) The Union is free to take the following economic action:
  - (i) demand payment of the two percent (2%) per month delinquency charge as provided for in Article 23 in this Agreement; and/or
  - (ii) demand the posting of a bond or an Irrevocable Letter of Credit as provided for elsewhere in this Agreement; and

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

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

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

- (b) The Employer agrees that he shall
  - (i) pay the delinquency charges referred to in (a) (i) of this section and
  - (ii) post a bond or irrevocable letter of credit referred to in (a) (ii) of this sectionwhenever they are demanded in accordance with the provisions as set out in this Agreement.

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

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

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

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

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

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

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

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

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

### **6.01 Regular Hours:**

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

\*SEE APPROPRIATE SCHEDULE

### **6.02 Shifts:**

When a second shift is required and continued for three (3) consecutive days or more, seven (7) hours of work shall constitute the second shift for which eight (8) hours' pay will be paid.

When a third shift is required and continued for three (3) consecutive days or more, seven (7) hours of work shall constitute the third shift for which nine (9) hours' pay will be paid.

Shift differential on straight time days shall be paid at straight time and on overtime days, at the prevailing overtime rate. All hours worked in excess of seven (7) hours on additional shifts, shall be paid for at overtime rates. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided.

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

### **6.03 Shift Rotation:**

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

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

#### 6.05 Variations:

All work done outside of the hours mentioned in Article 6, section 1 and Article 6, section 2 above shall be considered overtime EXCEPT:

- (a) When working hours are changed to obey fire prevention regulations made under the "Forest Act"; or
- (b) Where it is agreed between the Employer and the Union to vary the starting times; then, a majority of the employees on the job shall decide the issue. A ballot vote shall be taken on the job under the supervision of the Employer representative and a person designated by the Union.

\* SEE APPROPRIATE SCHEDULE

- (c) Where, for the purpose of utilizing daylight hours, it is agreed between the Employer and the Union to vary the starting time from 8:00 a.m., each shift shall consist of seven (7) hours' work for which eight (8) hours shall be paid.
- (d) On paving projects where a single shift is established which encompasses part of the second shift and part of the third shift, the shift differential shall be two (2) hours.
- (e) Employees shall decide on such variation per the provision in paragraph (b) above

#### 6.06 Call-Out Time:

Where an employee is called out for work and no work is performed, he shall be paid four (4) hours at the employee's applicable hourly rate.

It is understood that a man starting work shall receive not less than four (4) hours' pay whether or not the job is suspended due to inclement weather.

\*SEE APPROPRIATE SCHEDULE

- (a) On regular shifts at straight time;
- (b) On Saturdays, Sundays and General Holidays at the prevailing overtime rates;
- (c) Where a man is called out for work at any time, and work is performed, he shall be paid a minimum of:
  - (i) On regular shifts, four (4) hours at straight time;
  - (ii) On overtime days, four (4) hours at the prevailing overtime rates;
  - (iii) After the regular shift, employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rate;

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

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

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

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 one shift, at least eight (8) hours' wages for each such shift, provided the employee is available for work.

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

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

## **ARTICLE 7. OVERTIME**

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

Monday through Friday - over eight (8) hours and up to and including ten (10) hours, time and one-half; over ten (10) hours, double time.

Saturday - time and one-half for all hours worked up to and including ten (10) hours; over ten (10) hours, double time.

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

\* SEE APPROPRIATE SCHEDULE

It is understood that in permanent shops, all overtime will be paid for at double time rates. All permanent shop employees working in the field shall be paid time and one-half on "road building work" and double time on work under the Construction Labour Relations Association of B.C. Heavy Construction Agreement.

All overtime worked by employees in permanent shops or performing maintenance on permanent plants, shall be on a voluntary basis.

7.02 Provision of Meals on Overtime:

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

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

7.03 Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate, and shall be given one-half (1/2) hour to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

7.04 It is agreed that no employee shall be deprived of a hot meal by reason of working overtime, where the Employer is providing room and board.

## **ARTICLE 8. TRANSPORTATION**

\* SEE APPROPRIATE SCHEDULE

8.01 When upon commencing employment on a job, men 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.

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

Public transportation fares for the portion covered by public transportation and on a mileage basis as set out in Article 8, 14(a) Local Transportation for the portion where no public transportation is available.

8.03 When an indentured apprentice is required to fulfill the annual schooling portion of his apprenticeship program, he shall receive fare and travel as per Article 8 - Transportation.

8.04 If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.

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

8.06 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 7.

8.07 Subject to the same conditions as govern transportation, eight (8) hours' pay at straight time will be paid each calendar day or portion thereof travelling or waiting for

transportation. When the time required to travel to the job, check in and receive accommodation is less than eight (8) hours, the employee may be required to work until eight (8) hours have elapsed since his departure from his place of domicile.

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

8.08 When an Operating Engineer is required to provide mechanic's tools, all cost of transporting such tools to and from the job shall be borne by the Employer, subject to the same conditions as govern transportation.

8.09 If the Employer fails to provide work and requires an employee to stand by for more than two (2) consecutive shifts, the employee, at his 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.

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

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

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

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

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

8.12 If an employee takes sick, is injured or leaves the job for authentic compassionate grounds he shall be granted leave of absence. The Employer shall pay the cost of transportation to and from employee's place of residence.

8.13 Bereavement Leave:

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

## 8.14 Local Transportation:

### (a) Cities, Towns or Villages:

\* SEE APPROPRIATE SCHEDULE

On all jobs situated within eight (8) km of the centre of any city, town or village in which an employee is residing or accommodated, such employee will travel daily to and from such jobs at no cost to the Employer. A local resident shall be defined as in Article 12, section 2.

On all jobs situated beyond eight (8) kilometers from such centres, such employees will receive forty-five cents (\$0.45) per km as a daily travel allowance up to a distance of thirty-two (32) km, or a total of forty (40) km from such centres. All additional mileage to jobs beyond forty (40) km from such centres, will be paid at a rate of forty-five cents (\$0.45) per km each way for such additional mileage to reimburse the employee for daily travel allowance and travelling time.

Where more than one city, town or village is located within a forty (40) km radius of the job site, the first eight (8) km each way from the city centre shall be travelled at no cost to the Employer, but the allowance will be calculated from the city, town or village in or nearest to which the member is residing. (Note: This does not apply to the metropolitan areas of Vancouver - New Westminster, Victoria, and Nanaimo.)

For those employees using their own vehicles on all new grading and reconstruction projects where travelling would be required on an unfinished grade, then a marshalling point or points shall be established between the Employer and the Union Members' Representative.

The Employer shall provide transportation to and from the employee's work station.

As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage, and operated in compliance with Worker's Compensation Board Regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union, (prior to commencement of the project) within the eight (8) km (five [5] mile) distance called for above, and that the time spent in travelling to and from such marshalling point or points to the jobsite will be done during regular hours, and while the employee is on the payroll.

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



(b) Camps:

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

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

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

\* SEE APPROPRIATE SCHEDULE

(c) Metropolitan Areas:

In lieu of payment for local transportation cost regardless of the employee's place of residence, the Employer shall pay to each employee employed within the Metropolitan Area as defined below, one dollar (\$1.00) per hour for each hour for which wages are payable hereunder. Such amounts shall be paid in the pay period and shall be part of gross earnings.

On paving jobs ONLY where a majority of employees desire to use their personal transportation from the hotel/motel to the project, a travel allowance may be mutually agreed to between the Members' Representative of the Union and the Employer.

(d) Vancouver - New Westminster Metropolitan Area:

The area encompassing Lions Bay on the north side, Canada-US border on the south side, Georgia Straight on the west side and McMillan Road on the east side from the south side of the Fraser River in a direct line north along Harrison Hot Springs Road (Highway #9).

(e) Victoria Metropolitan Area:

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

(f) Nanaimo Area:

This area shall be from Vancouver Island's east coast inland to include the built up area which at its greatest is eleven (11) kilometers and between the Qualicum River on the north and the northern boundary of Chemainus on the south. Ladysmith, Nanaimo, Parksville and Qualicum are included.

## **ARTICLE 9. WORKING CONDITIONS**

### **9.01 Lunch periods shall be at mid-shift.**

- 9.02 The Employer shall allow each employee two (2) breaks of ten (10) minutes each, but not more in a work shift. Time of breaks shall be mutually agreed upon.
- 9.03 Essential protective clothing including welder's gloves, protective vests or leather jackets, noise abatement devices, and rainwear shall be supplied at no charge to the employee. In the event that an employee does not return the foregoing items supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee.
- 9.04 Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside, and cleaned out daily. Toilet paper will be provided.
- 9.05 Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months.
- 9.06 If requested by the Union or employee, the Employer will provide within three (3) calendar days, a termination slip which shall state the reason for the employee's termination and whether or not he is eligible for rehire.
- 9.07 Adequate time will be allowed prior to quitting time for picking up tools.
- 9.08 A lock-up shall be provided for employees for drying clothes, and dressing room, as well as lunch room. The lock-up shall have tables, and benches with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia. Additional shelters shall be provided for employees to eat their lunch as may be required.
- 9.09 In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00).

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

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

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

Employer shall charge the cost of same to the employee and deduct this cost from any monies owing to the employee.

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

- (b) Employees entitled to receive coveralls as provided herein may obtain an additional change of coveralls in any one week providing the condition of the coveralls requires a change. The shop foreman shall use discretion in authorizing the additional change.
  - (c) All shops shall provide adequate clean-up facilities.
- 9.11 The Employer shall pay the cost of obtaining operators' licences other than those required under the Motor Vehicles Act for employees covered by this Agreement.
- 9.12 No employee will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.
- 9.13 Each employee being terminated will be given one (1) hour's notice of termination by the Employer or one (1) hour's pay allowed in lieu thereof. Heavy duty mechanics and apprentice mechanics may utilize this hour to gather together their tools and put them in shape for their next job.
- 9.14 When a mechanic leaves the employ of the Employer, the Employer shall be required to pay cost of shipping mechanic's tools. Tools shall be shipped within forty-eight (48) hours of his leaving his employment, subject to the same conditions as govern transportation.

When an Operating Engineer elects to transport his own tools to and from the jobsite, the employee shall be paid the rate of two dollars and seventy-five cents (\$2.75) per one hundred (100) pounds per one hundred (100) miles. (e.g. \$2.75 x 528 pounds x 273 miles = \$39.64).

Where the Employer fails to comply with the above, the employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions of this Agreement until there is compliance with these provisions.

- 9.15 Where an employee is involved in an accident while on the job and as a result is unable to perform his work, he shall receive a full day's pay for the day of the accident.
- 9.16 Special Conditions - Underground:

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

- 9.17 The Employer shall allow time off work without pay for any man who is serving on a Union Committee, or for purpose of serving as a Union delegate to any conference or function provided that this can be done without cost to the Employer.

Any employee who acts within the scope of the above paragraph shall not lose his job, or be discriminated against for so acting.

9.18 Telephones:

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

**ARTICLE 10. UNION SHOP**

10.01 Dispatch Offices:

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

The Union recognizes where the Employer wishes to name-request a former employee, this request will be acknowledged by the Union; provided however, the Union is FIRST notified of the Employer's intention to name-request the former employee and provided the former employee is registered with the Dispatch Office of the Union as being available for employment. A member quitting the Employer will not be eligible for re-hire on to the same project under the name-request provision. Such name-requests to originate with the superintendent or company headquarters, at the time of the pre-job conference or after consultation with the local Union.

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

\* SEE APPROPRIATE SCHEDULE

10.02 Hiring:

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

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

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

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

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

Apprentices and trainees as required shall be hired through and in accordance with the Joint Apprenticeship Plan as outlined in Article 17 of this Agreement.

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

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

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

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

When an employee suffers a compensable injury, he shall be entitled to re-employment with the Employer when he receives a clearance to return to work from his doctor or the Workers' Compensation Board, providing the project is still in operation and there is work in his 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.

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

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

- 10.04 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-union workman or workmen whose organization is not affiliated to the Building Trades Council shall not be deemed a breach of this Agreement.
- 10.05 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 Councils of British Columbia, or to work with or to receive from any persons or firms who are considered unfair by any of the said Building Trades Councils.
- 10.06 The Employer party to this Agreement shall consent to any application of multi-employer certifications made by the Union in accordance with Section 40 of the Industrial Relations Act of British Columbia.

## **ARTICLE 11. JOB STEWARDS**

- 11.01 Job Stewards shall be recognized on all jobs and shall not be discriminated against. The Members' Representative of the Local Union reserves the right to appoint and dispatch all

Job Stewards and shall notify the Employer, in writing, of the appointment. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards, and in the event of layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties.

11.02 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.

11.03 Members' Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or foreman; however, in no way will he interfere with the men during working hours unless permission is granted.

## **ARTICLE 12. ROOM AND BOARD**

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

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

12.02 On jobs where camps are not provided, employees who are not local residents where the work is being performed, shall receive first class room and board supplied and paid for by the Employer.

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

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

On paving or crushing jobs only, an amount of subsistence allowance may be mutually agreed to between the Employer and a Members' Representative of the Union at a pre-job meeting and shall include the cost of first class room and board and any daily travel allowances involved.

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

12.03 Board shall consist of three (3) meals per day with a hot meal to be served at least two (2) hours or less immediately preceding the starting time of any one shift, and not more than one (1) hour immediately after completion of a shift.

12.04 Where an employee has moved into an area to work on a job or project, and his employment has been terminated, and the said employee does not remain in the area sixty (60) days after termination, to qualify as a local resident, and the said employee is hired by the aforementioned Employer or new Employer, the said employee will be treated as non-resident for all purposes and conditions of this Agreement.

12.05 Any employee who is living in accommodation provided by the Employer (i.e. camps, hotels, motels etc.) may on any weekend vacate or check out of such accommodation and the Employer shall pay him thirteen dollars and fifty cents (\$13.50) per day for each such day checked out.

To qualify the employee must be available to work his schedule shift prior to and after the weekend and/or General Holiday and the employee must check out and sign the appropriate checkout form provided by the Employer prior to leaving.

It is agreed and understood that an employee will not be required to vacate his room during weekend checkout.

12.06 Christmas Holiday Season:

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

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

Otherwise the contractor is liable for transportation and travel time payments in accordance with Article 8 of the Collective Agreement.

## **ARTICLE 13. ACCIDENT PREVENTION**

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

(b) Any employee may refuse to work where in his 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 his opinion, there is any reasonable doubt as to the safety of the unit, or if he feels it is improperly loaded.

He may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.

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

## **ARTICLE 14. DISPUTES**

### 14.01 Jurisdiction:

In the case of a jurisdictional dispute over the allocation of work, it is agreed that there shall be no stoppage of work. Where a decision of record applies to the disputed work, or where an agreement of record between the disputing trade applies to work, the Employer shall assign the work in accordance with such agreements or decisions of record. In other instances, the procedure as outlined by the impartial Jurisdictional Disputes Board and Appeals Board shall be followed.

### 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 hereof, or concerning discharge of any employee which may be alleged to be unjust, and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:

- (a) The Job Steward or Members' Representative of the Union shall first discuss the difference with the Foreman or Superintendent of the Employer 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, except the matter of discharge 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 in respect to any Employer contributions to the Benefits and Pension Fund, the Operating Engineers' Apprenticeship and Upgrading Fund, the Operating Engineers' Advancement Fund, the Operating Engineers' Mechanics Tool Allowance Fund, the Construction Industry Rehabilitation Fund, and the Union, to be made on behalf of the 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 employee at any time.

The Employer shall only remain liable for Benefits and similar funds as provided for in this Agreement on behalf of the Sub-Contractor for a period of forty (40) days after completion of the sub-contract.

- (b) In the event that any grievance is not resolved between the Employer and the Union within twenty (20) days, it may, if mutually agreed, be referred to the Canadian Joint Grievance Panel (C.J.G.P.) in writing and heard by the C.J.G.P. as provided herein, or if the parties fail to agree that the grievance is to be referred to the C.J.G.P., 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. The parties may agree that the grievance may be heard by a single arbitrator.

#### 14.03 Canadian Joint Grievance Panel

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to resolve a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

#### 14.04 Time Limits:

The time limits specified 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 cause due to construction in progress. Each party hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

### **ARTICLE 16. SAVINGS ARTICLE**

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Articles in this Agreement, such Statute or Law shall prevail over any such Article,

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

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

#### **ARTICLE 17. OPERATING ENGINEERS' APPRENTICESHIP AND UPGRADING FUND AND PLAN**

The Employer shall make contributions at the rate of forty-three cents (\$0.43) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

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

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

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

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

#### **ARTICLE 18. MECHANICS, SERVICEMAN, TOOL ALLOWANCE FUND**

18.01 The Employer shall make contributions at the rate of eight cents (8¢) 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.

18.02 TOOL LIST:

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

#### **ARTICLE 19. WORKING DUES CHECKOFF**

The hourly working dues shall be calculated at two percent (2%) of the Group 3 hourly wage rate and shall be deducted for each hour that wages are payable. (These amounts shall be calculated to the nearest penny.)

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

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

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

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

#### **ARTICLE 20. OPERATING ENGINEERS' ADVANCEMENT FUND**

The Employer shall make contributions at the rate of fifteen and one-half cents (15-1/2¢) 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. 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 22. INDUSTRY PROMOTION FUND**

The parties agree to the establishment of a Joint Committee to promote the Road Building Industry. The Joint Committee will establish governing rules for the purpose of dealing with industry issues or matters as determined by the committee. The funding formula will be \$0.01 per hour paid by each party.

#### **ARTICLE 23. METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

23.01 The contributions and deductions referred to in Articles 5, 17, 18, 19, 20, 21, and 22 shall be remitted monthly by cheque together with a form supplied to the Employer by the Administrator of the Operating Engineers' Benefits Plan and mailed not later than the 15th day of each month to the Administrator of the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan shall remit monthly all such monies received to the Operating Engineers' Joint Apprenticeship and Upgrading Fund and Plan, the Operating Engineers' Tool Allowance Fund, the Operating Engineers' Advancement Fund and the Construction Industry Rehabilitation Fund. The said Operating Engineers' Benefits Plan may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan, and approved by the Trustees of the recipient Funds.

23.02 If within forty-eight (48) hours of receipt of notification, by either the Union or the Benefits Plan, exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and a delinquency charge of two percent (2%) per month of the total amount of the unpaid trust funds in arrears will

attach to those unpaid trust funds and become due and payable as damages to cover costs of collection and loss of earnings suffered by the Trust.

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

#### **ARTICLE 24. 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.

## SCHEDULE "A": SPECIAL PROVISIONS AND WAGES

### 1. (a) Equipment Foreman:

Where the Employer works three (3) or more employees on any one shift on any one project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of the Operating Engineers, Local 115, one of these employees shall be appointed an Operating Foreman. The Operating Foreman shall receive a premium of eight percent (8%) per hour over the hourly rate of the highest Operating Engineer classification under his supervision.

When the Employer works six (6) or more employees on any one shift on any one project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of the Operating Engineers, Local 115, a Non-Operating Foreman position shall replace the Operating Engineer position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Operating Engineer classification under his supervision.

\* SEE APPROPRIATE SCHEDULE

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

Where three (3) or more pieces of equipment are worked on any one shift on a project as provided for above, it is understood that all equipment within the jurisdiction of the Operating Engineers, Local 115 shall be under the supervision of an Operating Engineer Foreman.

Oilers and trainees shall be excluded when determining the ratio of a Non-Operating Foreman.

### (b) Mechanical Foreman:

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

### 2. CREWS:

Crews on power shovels, draglines, clamshells, crawler cranes, truck cranes, trenching machines, drills (exploration, cable, core, rotary and similar types) and cable backhoes of one and one-half (1-1/2) cubic yard capacity and over shall consist of an Operator and Oiler. The Union may substitute a trainee in lieu of the Oiler. It is recognized that the moving (driving) and oiling of truck or mobile cranes is the work of the Operating Engineer.

Crews on asphalt plants, crushing plants, screening plants, and batch plants, shall consist of an Operator and an Oiler or trainee.

3. 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.

4. 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.

5. FIRST AID MAN:

When an employee is designated as First Aid Man by the Company, he shall have his regular hourly rate increased by the following schedule:

Level 3:	\$1.00 per hour
Level 2:	\$0.90 per hour
Level 1:	\$0.70 per hour

The Employer agrees that any employee who has a First Aid Ticket shall be paid the appropriate premium regardless of W.C.B. minimum requirements.

On behalf of those Contractors in the Road Building Industry

and:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Brian Cochrane  
Business Manager

Negotiated on behalf of the Union by:

Brian Cochrane  
Frank Carr  
Craig McIntosh

”

**ADDENDUM – DISTRICT #1 – LOWER MAINLAND**

**MEMORANDUM OF AGREEMENT**

between

**BA Blacktop Ltd.  
Columbia Bitulithic  
Imperial Paving Ltd.  
Jack Cewe Ltd.  
Winvan Paving Ltd.  
Grandview Blacktop  
(the Lower Mainland Paving Group)**

and

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**International Union of Operating Engineers Local Union No. 115**

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It is agreed that the following terms and conditions shall amend the Road Building Industry Standard Agreement dated March 1, **2011** to February 28, **2013**.

Further these terms and conditions shall apply to the following geographical area only – the Lower Mainland and Fraser Valley (Hope on the East, Vancouver on the West, the U.S. Border on the South to Pemberton on the North, inclusive). Should work be performed in other areas of the province or the Yukon, the applicable District Schedules shall apply.

The Parties agree to the following amendments, additions and/or deletions to the collective agreement:

**ARTICLE 4. WAGES**

**4.02 Vacation and General Holidays**

July 1<sup>st</sup> (Canada Day), shall be observed on the actual day of the holiday except Saturday or Sunday where the following Monday will be observed.

Employees shall be provided the option on the method which they wish to be paid earned vacation and general holiday pay. They may request on the following basis:

- each payday
- monthly
- quarterly
- annually
- upon layoff and/or termination

Employees will make their request upon hiring or for those who are not new hires may at anytime make their choice. Once a choice is made the employee may only once during the term of employment request change.

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

The Parties agree to amend the collective agreement to incorporate the following changes for all employees other than those employed on physical plants:

A. All letters of understanding to remain in effect during the term of the collective agreement.

B. Call-Out Guarantee – Saturdays:

The following call-out guarantee will apply on Saturdays on a year-round basis:

- 2 hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- 4 hours pay at the applicable rate of pay in the event an employee commences work and works for less than 4 hours;
  - Actual hours worked to be paid at the applicable rate of pay after 4 hours has been worked.

C. Call-Out Guarantee – Winter Months:

During the period November 1<sup>st</sup> to March 15<sup>th</sup> inclusive, the following call-out guarantee will apply on Monday through Friday and on Sundays:

- 2 hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- 4 hours pay at the applicable rate of pay in the event an employee commences work and works for less than 4 hours;
- 6 hours pay at the applicable rate of pay if an employee works more than 4 hours but less than 6 hours;
- 8 hours pay at the applicable rate of pay in the event an employee works more than 6 hours pay but less than 8 hours.

D. Shift Work:

- Where the majority of hours worked fall between 6 a.m. and 6 p.m., then no shift premium applies;
- Where the majority of hours worked fall between 6 p.m. and 6 a.m., then a shift premium of 1.25 times the applicable rate of pay shall apply for all hours worked on that shift.

### CLARIFICATION:

- 1) The rate of pay when an employee works 1 or 2 afternoon/night shifts, less than 3 consecutive shifts.
  - Shifts up to 11 hours are at 1.5 times the hourly rate
  - Double time after 11 hours



- 2) The rate of pay when a night shift has been established, 3 or more shifts.  
(For hours worked between 6 p.m. – 6 a.m., an employee would be paid:)
- First 8 hours at 1.25 times the hourly rate
  - Next 3 hours at 1.5 times the hourly rate
  - Double time after 11 hours

NOTE: Overtime rates shall only apply to the hourly wage rate, not to the .25 premium.

These provisions shall only apply to field operations and shall specifically not apply to fixed plant operations such as plants, shops and pits.

## **ARTICLE 7. OVERTIME**

All hours worked outside the regular scheduled shift, Monday to Friday shall be paid at one and one-half (1-1/2) times the employee's hourly rate up to eleven (11) hours.

Saturday shall be paid at time and one-half (1-1/2) for the first eleven (11) hours worked.

All work performed beyond eleven (11) hours per day Monday to Saturday, Sundays or General Holidays shall be paid at two (2) times the employee's hourly rate.

## **ARTICLE 8. TRANSPORTATION**

### Out-of-Town Projects:

Employees commencing employment or upon termination shall be paid costs of transportation and if delayed for reasons beyond the employee's control, receive costs for meals and accommodations.

No time shall be paid for new employees traveling to the job upon hiring or upon termination.

### Local Transportation:

#### a) Cities, Towns or Villages:

On all jobs situated within fifty (50) kilometers of the center of any city, town or village in which an employee is residing or accommodates, such employee will travel daily to and from such jobs at no cost to the Employer.

However, it is agreed and understood that employees will not be required to use their vehicles on new grade construction in order to fulfill the above.

#### (b) Camps:

Where camps or room and board are not provided, a living-out allowance shall be negotiated prior to the job commencing. If an allowance is not established prior to commencement, free room and board shall be supplied.

Where camps are provided or free room and board and the Employer requests the employee to check out of his room, then the checkout provision contained in the Agreement shall apply.

However, if an employee of his own volition checks out then the checkout allowance shall not apply. Where the Employer requests the employee to check out of his room, a storage room shall be supplied where the employee may store their belongings.

## **ARTICLE 10. UNION SHOP**

### Affiliation Clause

On those projects where a developer or owner was predetermined on the tender that if the Collective Agreement contain an Affiliation Clause/Article and such clause must be waived, in these instances, the Company shall contact the Tri Pac Unions to discuss the matter in order to determine if such clause shall be waived.

### Equipment Foreman

When non-working Foremen are required in accordance with the provisions of the Agreement, they shall be selected from the predominate trade on the project.

## **ADDITIONAL ITEMS AGREED DURING NEGOTIATION**

### **1. Trade/Craft Recognition**

The Parties agree that Union trade certificates shall be developed and applied as discussed between the Parties during collective bargaining. The Parties also agree that there shall not be any compensation increases as a result of this change.

### **2. Owner Operators**

The Multi-Employer Group commits to continue its current practice in respect of the contracting of Owner Operators and to abide by the collective agreement pursuant to the prevailing conditions.

### **3. Training**

The Parties agree to the establishment of a Joint Committee to explore appropriate steps for the utilization of trainees and apprentices who have taken the various courses offered by the joint apprenticeship and training programs administered by the trades. The Committee shall meet within 30 calendar days of the date of ratification of the collective agreement. The Committee will be composed of equal participants of management and labour who shall have the duty to recommend the establishment of training positions or requisites. The recommendations of the Committee shall be final and binding upon the Parties.

### **4. *The parties agree to discuss the changes taking place in the industry, and explore their common interests within the industry to build a stronger market within the life of the agreement. A third party will be utilized if required to facilitate such meetings.***

**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 Road Builders Agreement "Extent Clause". 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.

**DISTRICT #1 – MARCH 1, 2011 TO FEBRUARY 28, 2013**

**SCHEDULE "A": PAVING RATES AND BENEFITS - LOWER MAINLAND**

**Employee/Employer Contributions**

	<i>Mar. 1, 2011</i>	<i>Mar. 1, 2012</i>
Benefits Plan	<b>\$2.20</b>	<b>\$2.30</b>
Pension Plan	<b>\$4.65</b>	<b>\$4.80</b>
Apprenticeship Plan	<b>\$0.43</b>	<b>\$0.43</b>
Working Dues	<b>\$0.64</b>	<b>\$0.66</b>
OE Advancement Fund	<b>\$0.155</b>	<b>\$0.155</b>
Rehabilitation Fund	<b>\$0.02</b>	<b>\$0.02</b>
Tool Allowance Fund	<b>\$0.08</b>	<b>\$0.08</b>
Industry Promotion Fund	<b>\$0.01</b>	<b>\$0.01</b>
<b>TOTAL</b>	<b>\$8.185</b>	<b>\$8.455</b>

Contributions to the Plans shall be for each hour wages are payable, in other words, on overtime, hourly contributions shall be at straight time.

Effective February 1, **2013** contributions shall be based on hours earned. For clarification "hours earned means one and one-half (1-1/2) or two (2) times the contribution rate for overtime hours."

**Hourly Wage Rates**

	<i>Mar. 1, 2011</i>	<i>Mar. 1, 2012</i>
Trades	<b>\$35.48</b>	<b>\$36.22</b>
Group 1	<b>\$32.98</b>	<b>\$33.65</b>
Group 2	<b>\$32.64</b>	<b>\$33.31</b>
Group 3	<b>\$32.19</b>	<b>\$32.84</b>
Group 4	<b>\$29.20</b>	<b>\$29.78</b>

The percentages as outlined shall be applied to individual classifications. Each trade may distribute/allocate amounts to various plans and/or programs from such calculation.

**DISTRICT # 1: CLASSIFICATIONS / GROUPS**

**TRADES**

	<i>Mar. 1, 2011</i>	<i>Mar. 1, 2012</i>
Hourly Wage	<b>\$35.48</b>	<b>\$36.22</b>
Benefits	<b>\$2.20</b>	<b>\$2.30</b>
Pension	<b>\$4.65</b>	<b>\$4.80</b>
Holiday Pay 12.5%	<b>\$4.44</b>	<b>\$4.53</b>
Metro Travel	<b>\$1.00</b>	<b>\$1.00</b>
<b>TOTAL</b>	<b>\$47.77</b>	<b>\$48.85</b>

**Trades: Classifications**

Heavy Duty Mechanic  
Welder  
Drill Doctor  
Steel Sharpener  
Millwright  
Paving Plant Foreman  
Bodyman Painter

The percentages as outlined shall be applied to individual classifications. Each trade may distribute/allocate amounts to various plans and/or programs from such calculation.

**GROUP 1**

	<i>Mar. 1, 2011</i>	<i>Mar. 1, 2012</i>
Hourly Wage	<b>\$32.98</b>	<b>\$33.65</b>
Benefits	<b>\$2.20</b>	<b>\$2.30</b>
Pension	<b>\$4.65</b>	<b>\$4.80</b>
Holiday Pay 12.5%	<b>\$4.12</b>	<b>\$4.21</b>
Metro Travel	<b>\$1.00</b>	<b>\$1.00</b>
<b>TOTAL</b>	<b>\$44.95</b>	<b>\$45.96</b>

**Group 1: Classifications**

All excavators, all attachments (5 yards up to 7 yards)  
Front End Loaders all types (over 7 yards up to and including 15 yards)  
Grader Operator  
Asphalt/Concrete Plant Operator

The percentages as outlined shall be applied to individual classifications. Each trade may distribute/allocate amounts to various plans and/or programs from such calculation.

**GROUP 2**

	<i>Mar. 1, 2011</i>	<i>Mar. 1, 2012</i>
Hourly Wage	<b>\$32.64</b>	<b>\$33.31</b>
Benefits	<b>\$2.20</b>	<b>\$2.30</b>
Pension	<b>\$4.65</b>	<b>\$4.80</b>
Holiday Pay 12.5%	<b>\$4.08</b>	<b>\$4.16</b>
Metro Travel	<b>\$1.00</b>	<b>\$1.00</b>
<b>TOTAL</b>	<b>\$44.57</b>	<b>\$45.57</b>

**Group 2: Classifications**

Excavators, all attachments (3 yds up to 5 yds)  
Front end Loaders (5 yds up to 7 yds)  
Multi plant operator  
Crushing/Screening & Washing Plants -over 75 yds per hour

The percentages as outlined shall be applied to individual classifications. Each trade may distribute/allocate amounts to various plans and/or programs from such calculation.

### **GROUP 3**

	<i>Mar. 1, 2011</i>	<i>Mar. 1, 2012</i>
Hourly Wage	<b>\$32.19</b>	<b>\$32.84</b>
Benefits	<b>\$2.20</b>	<b>\$2.30</b>
Pension	<b>\$4.65</b>	<b>\$4.80</b>
Holiday Pay 12.5%	<b>\$4.02</b>	<b>\$4.11</b>
Metro Travel	<b>\$1.00</b>	<b>\$1.00</b>
<b>TOTAL</b>	<b>\$44.06</b>	<b>\$45.05</b>

### **Group 3: Classifications**

Excavators (under 3 yds)  
All Drills exploration (cable core, rotary and similar types)  
All Crawler Tractors  
Rubber Tired Scrapers  
Gradalls  
Tireman  
Paver, Screed  
Asphalt rollers  
Track Curb Machines  
Concrete Finishing/Paving and Spreading Machines  
Tractor Loader Backhoes (all)  
Road Profilers (Roto Mill, reclaimer, Pulvimixer, Hydra Hammer and similar types)  
Slurry Seal Machine  
Front end Loaders (1 yd to 5 yds)  
Crushing/Screening Wash plant under 75 yds per hr  
Hiabs and similar equipment under 10 ton  
Forklifts and similar equipment  
Huber Maintainer and similar types  
Serviceman/Truck Operator  
Hydraulic Backhoes (Tractor Mounted) (All)  
Tractor Mounted Chip Rock Spreader

The percentages as outlined shall be applied to individual classifications. Each trade may distribute/allocate amounts to various plans and/or programs from such calculation.



**GROUP 4**

	<i>Mar. 1, 2011</i>	<i>Mar. 1, 2012</i>
Hourly Wage	<b>\$29.20</b>	<b>\$29.78</b>
Benefits	<b>\$2.20</b>	<b>\$2.30</b>
Pension	<b>\$4.65</b>	<b>\$4.80</b>
Holiday Pay 12.5%	<b>\$3.65</b>	<b>\$3.72</b>
Metro Travel	<b>\$1.00</b>	<b>\$1.00</b>
<b>TOTAL</b>	<b>\$40.70</b>	<b>\$41.60</b>

**Group 4: Classifications**

All Compressors/Pumps  
Belt and Conveyor type Loaders  
Power Broom  
Grade rollers/compactors/tampers  
Pumpcrete & Grout Pumps and/or equivalent  
Skid Steer

The percentages as outlined shall be applied to individual classifications. Each trade may distribute/allocate amounts to various plans and/or programs from such calculation.

**CRANES**

As per CLRA Crane Rental Agreement

**APPRENTICES/TRAINEES**

Hourly wage rates for trainees/apprentices will be as determined by the Operating Engineers Apprenticeship Plan.

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**Rated Capacity**

As per agreement wording

**Note:** Rated capacities for various equipment referred to in Schedule "A" are maximum manufacturer's factory rating for struck capacity of the machine. The rate of pay for other classifications involving bucket sizes shall be determined by the manufacturer's factory rating or bucket size, whichever is greater.

## NEW CLASSIFICATIONS

For any equipment not listed in the foregoing groups or trade classifications, the Company and the Union shall within thirty (30) days after the equipment's utilization meet to establish an appropriate rate of pay. In the event the parties are unable to reach a satisfactory resolution, the matter shall be referred to arbitration, as provided for elsewhere in this agreement.

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