

CRANE RENTAL AGREEMENT

By And Between:

**CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA**

**on its own behalf and on behalf of its members set forth in the Schedules
attached hereto and those members added from time to time by mutual
agreement of the parties**

And:

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

May 1, 2004 to April 30, 2010

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CRANE RENTAL AGREEMENT

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA
on its own behalf and on behalf of its members set forth in the Schedules attached hereto
and those members added from time to time by mutual agreement of the parties.

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

ARTICLE 1: OBJECTS

1.01 The objects of this Agreement are to stabilize 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.

ARTICLE 2: DURATION

2.01 This Agreement shall be in full force and effect from and including May 1, 2004, to and including April 30, 2010 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, 2010, 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.

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

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, other than work covered by the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada, and shall be binding on the Employer and the Union, and their respective successors and assigns.

It is understood that any Employer signatory to this Agreement shall when doing work covered by the Mainline Pipeline Agreement, be bound to that Agreement along with the signatory Union.

Notwithstanding the foregoing, on that work covered by the agreement between the Union and the Construction Labour Relations Association of British Columbia for Structural Steel Erection or work covered by the Road Building Industry Standard Agreement or the Hydraulic Dredging Agreement or the Standard Piledriving, Dipper, Clamshell Dredging Agreement, 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 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.

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 classifications 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 of servant to master;
- (iii) a person who has determined to be an "employee" pursuant to the provisions of the Labour Relations Code of British Columbia or the Canada Labour Code.

(b) 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, or;
- (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 of:
- Seven dollars and forty-two cents (\$7.42) per hour effective July 24, 2005
 - Seven dollars and seventy-seven cents (\$7.77) per hour effective May 1, 2006
 - Eight dollars and eleven cents (\$8.11) per hour effective May 1, 2007
 - Eight dollars and forty-six cents (\$8.46) per hour effective May 1, 2008
 - Eight dollars and eighty cents (\$8.80) per hour effective May 1, 2009

for each hour worked and for each hour of travel time, and to remit the same to the Union.

- (iv) The total 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 28 of this Agreement.

- (v) 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.
- (c) The rate established between the owner-operator and the Employer shall include all of the benefits that are otherwise contained in this Collective Agreement. The owner-operator may become an employee of the Employer and covered by this Collective Agreement.
- (d) It is agreed that the provisions of Article 3.03(c) 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 Plan in such amounts and under such conditions as are set forth in the Schedule forming part of this Agreement.

4.03 Vacation and General Holidays:

Vacation and General Holiday pay shall be accrued at the rate of 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 (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 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.

The third Monday in February (Heritage Day) and the Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the employer and the employee.

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.

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.

On projects where two (2) or more shifts are required, the second and third shifts shall be paid 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.

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.

If a pay office is not established at the project concerned then arrangements may be made with the employee. These arrangements shall include suitable financial arrangements to enable him to reach his point of hire, and in the event that such arrangements include an advance in cash, this shall be deducted from his final pay cheque which shall be mailed to him not later than the following working day, to an address designated by the employee.

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 rates and at overtime rates, the wage and total deductions.

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

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

- (a) Before members are dispatched to any Employer who is not signatory to an Operating Engineers' Agreement, such Employer may be required to deposit a bond suitable to the Union, up to twenty-five thousand dollars (\$25,000.00) 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 shall, by mutual consent of the Union and the Employer concerned, be terminated.
- (b) Where there have been instances of payroll failures by the Employer, or principals or directors, to meet payroll requirements, the Union shall have the right to:
 - (i) inspect the Employers' payroll; and/or
 - (ii) require the posting of a suitable bond; and/or
 - (iii) require that payment of wages and other payroll requirements be by cash or certified cheque.
- (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 Employers' authorized representative shall promptly negotiate with the Union a wage rate for such equipment or work method.

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

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

4.07 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: HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME

5.01 Regular Hours:

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

Flex Start Time

The Employer may vary the start time between the hours of 6:30 am and 9:00 am.

5.02 Two Shift Operation:

First Shift:

| | | |
|---------------------------|--------------|------------------|
| 8:00 a.m. to 12:00 Noon | 4 | hours |
| 12:00 noon to 12:30 lunch | 0 | hours |
| 12:30 Noon to 4:30 p.m | <u>4</u> | <u>hours</u> |
| Total hours paid | <u>8</u> | <u>hours</u> |

Second Shift:

| | | |
|------------------------------|--------------|--------------|
| 4:30 p.m. to 8:30 p.m. | 4 | hours |
| 8:30 p.m. to 9:00 p.m. lunch | 0 | hours |
| 9:00 p.m. to 12:30 p.m. | <u>3-1/2</u> | <u>hours</u> |
| | 7-1/2 | hours |
| Shift Differential | <u>1/2</u> | <u>hour</u> |
| Total hours paid | <u>8</u> | <u>hours</u> |

These shifts may operate back to back; i.e. one follow the other.

5.03 Three Shift Operation:

| | | |
|------------------------------|--------------|--------------|
| 12:30 a.m. to 4:00 a.m. | 3-1/2 | hours |
| 4:00 a.m. to 4:30 a.m. lunch | 0 | hours |
| 4:30 a.m. to 8:00 a.m. | <u>3-1/2</u> | <u>hours</u> |
| | 7 | hours |
| Shift Differential | <u>1</u> | <u>hour</u> |
| Total hours paid | <u>8</u> | <u>hours</u> |

Day Shift:

| | | |
|---------------------------|----------|--------------|
| 8:00 a.m. to 12:00 Noon. | 4 | hours |
| 12:00 noon to 12:30 lunch | 0 | hours |
| 12:30 Noon to 4:30 p.m. | <u>4</u> | <u>hours</u> |
| Total hours paid | <u>8</u> | <u>hours</u> |

Afternoon Shift:

| | | |
|------------------------------|--------------|--------------|
| 4:30 p.m. to 8:30 p.m. | 4 | hours |
| 8:30 p.m. to 9:00 p.m. lunch | 0 | hours |
| 9:00 p.m. to 12:30 p.m. | <u>3-1/2</u> | <u>hours</u> |
| | 7-1/2 | hours |
| Shift Differential | <u>1/2</u> | <u>hour</u> |
| Total hours paid | <u>8</u> | <u>hours</u> |

These shifts may operate back to back; i.e. one follow the other with the one (1) hour period falling at the same time daily.

Consecutive Days:

When additional shifts are required and continued for three (3) consecutive days or more, the hours of work shall be as outlined in Sections 5.02 and 5.03 of this Article.

Shift Differential:

Shift differential on straight time days shall be paid at straight time and on overtime days at the applicable overtime rate.

When additional shifts are worked for less than three (3) consecutive days, such work shall be paid for at the applicable overtime rate.

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 with the signatory Union.

5.04 Shift Rotation:

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

5.05 Compressed Work Week – Special Multi-Trade Projects:

The Employer may schedule the regular work week in four (4) consecutive ten (10) hour days at straight time rates, provided that the four (4) ten (10) hour days are scheduled during the Monday through Thursday period or Tuesday through Friday period.

Where this option is worked, all hours in excess of ten (10) hours per day, shall be paid for at two (2) times the applicable rate of pay. When a 5th day is worked, the first ten (10) hours shall be paid at one and one-half times the applicable rate of pay. When a Saturday is worked, the first eight (8) hours shall be paid at one and one-half time the applicable rate of pay. All other hours on this compressed work schedule shall be paid at two times the applicable rate of pay.

If afternoon or evening shift work is required, these will be based on the same pay formula as identified for the day shift with the proviso that afternoon or evening shift premiums will apply to this work as established herein.

When the Monday through Thursday option is worked and a statutory holiday falls on the Friday, the preceding Thursday shall be the observed day off, unless varied by mutual consent; where the Tuesday through Friday option is worked and a statutory holiday falls on the Monday, the Tuesday shall be the observed day off, unless varied by mutual consent. When a statutory holiday falls in the work week, the Union and the Employer shall mutually agree to the work schedule for that week.

5.06 Call Out Time:

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

- (a) on regular shifts at straight time;

- (b) on Saturdays, Sundays and General Holidays at the prevailing overtime rates;
- (c) where an employee is called out for work at any time, and work is performed, 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 rates;

provided however, that the workman has reported to the jobsite 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:

Employees accommodated in camp shall be given one (1) hour's notice prior to starting time. Employees accommodated other than in camp shall receive a minimum of two (2) hours' notice prior to starting time by telephone or pre-arranged radio broadcast or some other mutually acceptable means.

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 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.

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

- (d) Where an employee 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.

5.07 Special Provisions

All work done outside of the hours mentioned in Article 5.01, 5.02, 5.03, and 5.05 above shall be considered overtime, EXCEPT:

- (a) When working hours are changed to obey fire prevention regulations made under the "Forest Act"; or
- (b) When working in occupied buildings. On jobs in occupied buildings, where work must be done after regular working hours, a night shift may be worked at straight

