

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

TABLE OF CONTENTS

ARTICLE 1: OBJECTS	1
ARTICLE 2: DURATION	1
ARTICLE 3: EXTENT	2
ARTICLE 4: WAGES	4
ARTICLE 5: HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME.....	6
ARTICLE 6: OVERTIME	10
ARTICLE 7: TRANSPORTATION.....	11
ARTICLE 8: WORKING CONDITIONS	14
ARTICLE 9: GENERAL CONDITIONS	15
ARTICLE 10: UNION SHOP	16
ARTICLE 11: JOB STEWARDS.....	18
ARTICLE 12: ROOM AND BOARD	19
ARTICLE 13: ACCIDENT PREVENTION	19
ARTICLE 14: DISPUTES.....	20
ARTICLE 15: GRIEVANCES:	21
ARTICLE 16: PUBLIC RELATIONS.....	22
ARTICLE 17: DUES.....	23
ARTICLE 18: BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADES UNIONS FUNDING	23
ARTICLE 19: OPERATING ENGINEERS' APPRENTICESHIP & UPGRADING FUND AND PLAN.....	23
ARTICLE 20: B.C. & YUKON TERRITORY BUILDING & CONSTRUCTION TRADES COUNCIL FUND	24
ARTICLE 21: MECHANICS, SERVICEMEN AND WELDERS TOOL ALLOWANCE FUND.....	24
ARTICLE 22: CONSTRUCTION INDUSTRY REHABILITATION FUND	24
ARTICLE 23: OPERATING ENGINEERS' ADVANCEMENT FUND	24
ARTICLE 24: BENEFITS PLAN AND PENSION PLAN CONTRIBUTIONS SCHEDULE	24
ARTICLE 25: OPERATIONAL REQUIREMENTS	26
ARTICLE 26: MOBILE CRANE OWNERS ASSOCIATION FUND.....	27
ARTICLE 27: SAVINGS ARTICLE.....	27

ARTICLE 28: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS	27
ARTICLE 29: COLLECTIVE AGREEMENT IMPLEMENTION	28
ARTICLE 30: TECHNOLOGICAL CHANGE	28
ARTICLE 31: COMPETITIVE CONSIDERATION ARTICLE	28
ARTICLE 32: JOINT LABOUR-MANAGEMENT COMMITTEE	29
SCHEDULE "A": RATES OF PAY - CRANE RENTAL AGREEMENT	30
SCHEDULE OF TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS.....	32
LETTER OF UNDERSTANDING #1	33
LETTER OF UNDERSTANDING #2	34
LETTER OF UNDERSTANDING #3	35
SCHEDULE "B"	38
DISTRICT OFFICES OF INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115.....	39

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

time, with the exception that eight (8) hours will be paid for seven (7) hours worked on any shift;

- (c) When 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 a person designated by the Union.
- (d) 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. or as provided for in 5.01, each shift shall consist of seven (7) hours' work for which eight (8) hours shall be paid. Employees shall decide on such variations per the provision in paragraph 3.

5.08 Tools - Cleanup

Adequate time will be allowed prior to quitting time for picking up tools.

ARTICLE 6: OVERTIME

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

All hours worked beyond eight (8) and up to ten (10) Monday through Friday shall be paid at the rate of time and one-half (1-1/2). All hours thereafter shall be paid at double time (2x).

All hours worked up to eight (8) on a Saturday between 8:00 a.m. and 4:30 p.m. shall be paid at time and one-half (1-1/2) and double time (2x) thereafter. All hours worked on Sundays or General Holidays shall be paid at double time (2x).

See Article 3 - Extent, for agreements covering other types of work.

For all industrial work performed on Saturday double time (2x) shall be paid for all hours worked. Notwithstanding the foregoing, upon the expiry of the sunset term, overtime worked on Industrial projects shall revert to the provisions of the applicable 1994-1998 collective agreement.

- 6.02 Overtime worked shall be computed daily in units of not less than fifteen (15) minutes. For purposes of calculation, any portion of fifteen (15) minutes worked shall be considered as fifteen (15) minutes.

6.03 Provisions 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 hot meal at no cost to the employees, for those involved. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (1/2) hour and this break shall occur not more than six (6) hours after the last meal time.

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

- 6.04 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 reasonable time of not less than fifteen (15) minutes, nor more than 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.
- 6.05 It is agreed that no employee shall be deprived of a hot meal by reason of working overtime, where the Employer is providing room and board.

ARTICLE 7: TRANSPORTATION

7.01 Hiring and Termination:

- (a) Initial and terminal travel time shall not be paid on all out of town projects, however, all travel expenses shall be paid. It is understood that this provision does not apply to current or long term employees.
- (b) When upon commencing employment on a job, employees are required to travel to the job, they shall receive from the Employer the cost of transportation from the transportation terminal nearest to the employee's domicile, including meals and a sleeper if night travel is necessary.
- (c) 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.
- (d) 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, shall be paid by the Employer.
- (e) If an employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals and a sleeper if night travel is necessary, shall be paid by the Employer.

7.02 Tool Transportation

When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping the mechanic's tools. Tools shall be shipped within thirty-six (36) hours, (excluding weekends and holidays), of his leaving his employment, subject to the same conditions as govern transportation.

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

7.03 Standby Time:

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, shall be paid by the Employer.

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

7.04 Waiting Time

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.

7.05 Record of Employment

If requested, the Employer shall provide a termination slip to the employee upon termination, which shall state the reason for the employee's termination, and whether or not he is eligible for rehire. A copy of the termination slip shall be supplied within three (3) calendar days upon request of the Union.

7.06 Termination Notice

One (1) hour's notice of termination will be given to each employee by the Employer or one (1) hour's pay 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.

7.07 Periodic Leave:

On out-of-town projects of over fifty (50) calendar days' duration, the Employer shall provide leave every forty (40) calendar days.

Periodic leave shall be provided on a "use it or lose it" basis.

Transportation Allowance Formula - to and return

250 - 500 km	\$100.00
501 - 750 km	200.00
751 - 1,000 km	250.00
over 1,000 km	325.00

Mileage shall be calculated from the project to the point of dispatch or employee's domicile. It is understood that the above amount will be paid only once for each turnaround.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless he actually returns to his place of departure. Living out allowances shall not be paid during leave periods.

The phrase "Out of Town Projects" contained within the various periodic leave or turnaround Articles shall be defined as projects that are accessible by air or boat only (excluding ferries) or are two hundred (200) miles or four (4) hour travel, including ferry travel, to the transportation terminal nearest the employee's domicile. Employees residing within these limits shall be entitled to a mutually agreed leave of absence at no cost to the Employer of five (5) or seven (7) days to be arranged between the employee and the Employer subject to the same qualifiers provided in the periodic or turnaround Articles.

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

The interpretation of periodic or turnaround Articles as noted above shall not be used to interpret any other Article or Articles contained within the various Building Trades Collective Agreements.

7.08 When an indentured apprentice is required to fulfill the annual schooling portion of the Apprenticeship Program he shall receive fare as per Article 7 - Transportation.

7.09 Local Transportation:

(a) Cities, Towns or Villages:

On all jobs situated within eight (8) road kilometers of the centre of any city, town or village in which an employee is a local resident, 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 12.01(b).

On jobs situated beyond eight (8) road kilometers from such centres, such employees will receive thirty-seven and one-half cents (\$0.375) per road km. each way as a daily travel allowance up to a distance of thirty-two (32) road km., or a total of forty road (40) km. from such centre.

All additional mileage to jobs beyond forty (40) road km. from such centre, will be paid at a rate of forty-four cents (44¢) per road km. each way for such additional mileage to reimburse the employee for daily travel allowance and travelling time.

When more than one city, town or village is located within fifty (50) road kilometers of the job site, the distance 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 employee is residing. (Note: This does not apply to the metropolitan areas of Vancouver - New Westminster or Victoria.)

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 Workers' 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) road km. distance, 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 the Union and the Employer may meet and agree upon a standard daily allowance to cover those travelling daily under the provisions specified above.

(b) Camps/Employer Provided Accommodation:

(i) On camp jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the

Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

- (ii) Living out allowance for local residents: Living out allowance shall not be paid to local residents as defined below.
- (iii) Definition of local resident: A local resident will be defined to mean any person residing within eighty (80) kilometers by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometers.
- (iv) Hot Lunches: Hot lunches will not be provided; however, hot soup, beverages and sandwiches will be made available. It will be the responsibility of the employee to take the supplied lunch with him to the work site. Where the work site is within close proximity of the employee's accommodations, hot lunches may be provided at the discretion of the Employer.

As an alternative to the foregoing, where camp accommodation is a motel, hotel or similar, a daily allowance to cover transportation and travel time may be mutually agreed upon by the parties signatory to this Agreement.

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

(c) Metropolitan Areas:

In lieu of payment for local transportation cost regardless of the employee's place of residence within the area, each Employer shall add an amount as outlined below to the applicable wage rates as set out in Schedule "A" for each employee employed within the metropolitan areas as defined below:

Vancouver - New Westminister Metropolitan Area: Premium \$1.00

The area extending to the exterior boundaries of Lions Bay, North Vancouver, University Area, Richmond, Delta, Surrey, Langley, Port Coquitlam, Pitt Meadows, Maple Ridge, Mission, and Abbotsford, and continuing in a direct line from the northern boundary of Coquitlam westward to Indian Arm.

Victoria Metropolitan Area: Premium \$0.75

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.

ARTICLE 8: WORKING CONDITIONS

8.01 Rest and Meal Breaks

- (a) Lunch periods shall be at mid-shift.

- (b) Rest Breaks and Overtime Meal: Two (2) breaks of ten (10) minutes each shall be taken in a work shift at a location determined by mutual agreement between the Employer and the Union. Time of the first break shall be at one-quarter (1/4) of the work shift; the second break shall be at three-quarters (3/4) of the work shift or as near these periods as possible.

On scheduled shifts of ten (10) hours, the Employee will be given one fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the timing of either rest break on one or more days.

Where work is required for a period of up to ten (10) hours, a third rest break will be taken at the end of eight (8) hours. Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hour will be provided at the end of eight (8) hours, to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.

8.02 Protective Clothing

Essential protective clothing including coveralls (to be cleaned by the Employer), 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.

8.03 Union Committee

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

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

8.04 Medical Attention

Employees requiring off-site medical attention which necessitates no return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured employee shall be paid for the full shift.

ARTICLE 9: GENERAL CONDITIONS

9.01 Wash Up

All permanent shops or yards shall provide adequate wash up facilities.

9.02 Lunch Room

The Employer shall provide lunch room, dry room, rain clothes and access to a telephone at Company dispatch yard or shop.

9.03 Employee Vehicle

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.

9.04 Insurance

In case of fire or burglary the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00), required tools up to the total value of the tools, (tool for tool, make for make) providing an inventory of tools and clothing is filed with the Employer. When commencing employment, the employee shall submit to the Superintendent or his representative an inventory of the tools and work clothes brought on the job. Coverage will commence at the date of the filing of the inventory with the Employer. The employee shall ensure that the inventory is current.

9.05 Lock Up

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.

9.06 Tool List:

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

ARTICLE 10: UNION SHOP

10.01 Union Membership

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.

10.02 Dispatch Offices:

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

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

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

10.03 Hiring Procedures:

When employees, including foremen, are required, only Union members having confirmation of dispatch from the Union shall be hired. Confirmation of dispatch to the member shall require either a clearance slip or a message from the Union.

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 employees 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 19 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 same 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.

10.04 Union Security

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

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

10.05 Union Affiliation

- (a) The Union reserves the right to render assistance to other labour organizations. Refusal on the part of Union members to work with non-Union workmen or workmen whose organization is not affiliated with the Building Trades Council shall not be deemed a breach of this Agreement.
- (b) 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.
- (c) It is agreed that the parties to this specific Agreement including C.L.R.A., its member contractors and the specific Employer of this Agreement shall co-operate in the support in every way the institution at the initiative of the Union, of multi-employer certification in accordance with the Labour Relations Code of British Columbia.

It is further agreed that such multi-employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July, 1980) status quo between trades.

ARTICLE 11: JOB STEWARDS

11.01 Job Steward Recognition

- (a) Job Stewards shall be recognized on all jobs and shall not be discriminated against. All Job Stewards shall be appointed by the Members' Representative of the Union. The employer, supervisor, or manager shall be notified by the Union of the name or names of such Job Stewards, and in the event of a layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties.
- (b) Where projects are interrupted, Job Stewards will not be discriminated against on the resumption of work on the project. Necessary interpretations will be referred to the Joint Conference Board.
- (c) 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.
- (d) Members' Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, superintendent or foreman; however, in no way will he interfere with the employees during working hours unless permission is granted.
- (e) The Employer agrees to supply the Union, once a month, with a list of all employees and Sub-Contractors on the request of the Members' Representative.

ARTICLE 12: ROOM AND BOARD

12.01 Room and Board Conditions

The following room and board conditions shall apply to all employees with the exception of local residents as defined in (b) herein:

- (a) On jobs where camps are provided, room and board will be supplied in camp at no cost to the employee. Camp accommodations, when supplied, shall meet all the standards and requirements of the British Columbia and Yukon Territory Building Trades Council Camp Rules 1987 - 1997 as submitted to the Association and attached hereto.

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

- (b) On jobs where camps are not provided, employees who are not local residents where the work is being performed shall receive an acceptable standard of room and board supplied and paid for by the Employer based on reasonable receipts provided.

A local resident shall be defined as an employee who has resided at a permanent address within eighty (80) kilometers by road of the project, or where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometers.

12.02 Checkout Pay

Any employee who is accommodated by the Employer in camps may on any weekend vacate or check out of such accommodation and the Employer shall pay him twelve dollars (\$12.00) per day. Any employee who is accommodated by the Employer in motels or hotels may on any weekend vacate or check out of such accommodation and the Employer shall pay him fifteen dollars (\$15.00) per day.

To qualify the employee must work his scheduled shift prior to the weekend and/or General Holiday and his scheduled shift after the weekend and/or General Holiday.

ARTICLE 13: ACCIDENT PREVENTION

13.01 Safety

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

