

STEEL ERECTION 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, 2010 to April 30, 2016

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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, 2010 to and including April 30, 2016 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, 2016, 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 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 Article 4 herein, 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 Heavy Construction, Crane Rental 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.

ARTICLE 4: WAGES, EMPLOYER/EMPLOYEE CONTRIBUTIONS

4.01 Hourly Wage Rates

See Schedule "A" for wages and benefits.

Any equipment not specifically referred to will be paid at the "under 20 Ton" rate.

4.02 Vacation and Statutory Holidays

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

ARTICLE 5: WORKING CONDITIONS

5.01 Journeymen Operating Engineers will conform, to the same conditions with respect to hours of labour, call-out time, transportation (initial and terminal, daily and local), overtime, shifts and shift differentials, vacation and statutory holidays, pay days, living out allowance, room and meal allowance, camps, weekend check out, standby time, waiting time, periodic leave, rest and meal breaks, and marshalling points as Journeymen Structural Ironworkers and Construction Boilermakers.

5.02 The signatories to this Agreement agree that when Operating Engineers are assigned to operate construction equipment to work with Journeymen Pipefitters on industrial projects (on industrial sites where the Employer is installing Process Piping and auxiliary equipment), all conditions shall be as provided for in this Agreement, including the working conditions of the Ironworker and Boilermaker as contained in Article 5.01 above.

5.03 The Journeyman Operating Engineer on the job shall come under the authority and be governed by the instructions of the foreman in charge. However, no operator shall be required to execute an order that will endanger his machine, or violate the regulations of WorkSafeBC.

5.04 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.

5.05 Protective Clothing

Essential protective clothing, 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.

5.06 Union Committee

The Employer shall allow time off work without pay for any employee who is serving on a Union Committee, or for the 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.

5.07 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 6: GENERAL CONDITIONS

6.01 Wash Up

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

6.02 Lunch Room

The Employer shall provide a lunch room, a dry room, and access to a telephone.

6.03 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.

6.04 Lock Up

A lock-up shall be provided for employees for drying clothes, and a dressing room, as well as a lunch room. The lock-up shall have tables, and benches with provisions for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provisions 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.

6.05 Tool List

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

ARTICLE 7: UNION SHOP

7.01 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.

7.02 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.

7.03 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 WorkSafeBC provisions and in the event of an accident and a claim by the employee or the said employees is denied by WorkSafeBC, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by WorkSafeBC.

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 14.04 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 WorkSafeBC, providing the project is still in operation and there is work in his classification.

7.04 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.

ARTICLE 8: JOB STEWARDS

8.01 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 Business 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 Labour-Management Committee.
- (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) Business 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 Business Representative.

ARTICLE 9: ACCIDENT PREVENTION

9.01 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 WorkSafeBC 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.

9.02 Safety Equipment

The Employer will supply all safety hats (complete with suspension) on a charge-out basis at cost, such cost to be deducted from the employee's earnings and refunded at such time as the employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.

ARTICLE 10: JURISDICTIONAL ASSIGNMENT PLAN

Jurisdictional Assignment Plan of the B.C. Construction Industry (JAPlan)

- 10.01** It is mutually agreed that the Employer shall employ members from the Union on all work as outlined below:

Operating Engineers' work shall be recognized as the operation of equipment such as cranes, derricks of all types, forklifts, zoom booms, boom trucks, hoists, elevators, locomotives, air tuggers, power-operated hydraulic jacks, compressors and pumps, deck winches on floating equipment, and such other equipment as may come within the jurisdiction of the Union as recognized by the Building Trades Department of the A.F.L. - C.I.O. and/or by the agreements between the International Unions.

It is agreed when such equipment is used, Operating Engineers and/or Operating Engineer Apprentices shall be employed to operate, service, repair and maintain such equipment. It is further agreed that the moving of truck cranes on the jobsite is the jurisdiction of the Operating Engineers and members of the Union shall be employed to perform this work. Safety boats shall be recognized as the jurisdiction of the Operating Engineer and operators shall be paid the rate of pay as set out in the Piledriving, Dipper, Clamshell Dredging and Related Work Agreement.

- 10.02** Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rules, agreements and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- 10.03** The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.
- 10.04** The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- 10.05** The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- 10.06** The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- 10.07** Where the Employer makes an assignment of work to another constituent union or local union of the Bargaining Council of British Columbia Building Trades Unions (BCBCBTU), which is challenged under the Jurisdictional Assignment Plan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the Labour Relations Board, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.
- 10.08** The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan.
- 10.09** Refer also to Article 14.10.

ARTICLE 11: 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:

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

However, the foregoing time limits will not apply where there has been a failure to fully pay amounts due to funds specified in this Agreement, or to remit deductions from workmen 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 this sub-contract.

- 11.02** In the event a grievance involving a question of discharge is not resolved in seven (7) days and a grievance involving other matters is not resolved within twenty (20) days it may, if mutually agreed, be referred in writing and heard by an Industry Grievance Panel, or the parties fail to agree that the grievance is to be referred to an Industry Grievance Panel, then each party shall within five (5) days appoint a member to a Board of Arbitration. The two (2) appointees shall within five (5) days of appointment agree upon a person to act as chairman, but failing to do so within this time, they shall jointly request the Minister of Labour for British Columbia to appoint such chairman.

The Board of Arbitration shall, within ten (10) days or such extended period as may be mutually agreed by the parties, hear the parties and render a decision which shall be final and binding. The fees and expenses of the chairman of the Board of Arbitration shall be borne equally by the parties to the grievance.

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

11.03 Time Limits

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

ARTICLE 12: PUBLIC RELATIONS

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

ARTICLE 13: DUES

13.01 Dues Checkoff

The Employer will honour an employee's written assignment of wages to the Union.

The Employer will deduct any assigned amounts from the employee's wages and pay the same to the Secretary of the Union by the fifteenth (15th) day of the month following such deductions.

13.02 Working Dues Checkoff

The hourly working dues shall be calculated at two percent (2%) of the 200 to 249 Ton Hydraulic Crane Operator hourly wage rate and shall be deducted for each hour that wages are payable and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made (this amount to be calculated to the nearest penny). Refer to Schedule "A" Employer/Employee Contributions for amounts and effective dates.

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

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

ARTICLE 14: INDUSTRY FUNDS

14.01 Benefits Plan

The Employer shall make contributions at the rate of two dollars and thirty cents (\$2.30) per hour worked hereunder by each employee within the scope of this Agreement to the Operating Engineers' Benefits Plan. Effective May 1, 2013 this amount shall increase to two dollars and forty cents (\$2.40) and on May 1, 2015 to two dollars and forty-five cents (\$2.45) and on April 1, 2016 to two dollars and fifty cents (\$2.50).

14.02 Pension Plan Contribution

The Employer shall make contributions at the rate of five dollars and fifty cents (\$5.50) per hour for which wages are earned hereunder by each employee within the scope of this Agreement to the Operating Engineers' Pension Plan. Effective May 1, 2013, this contribution shall increase to five dollars and seventy-five cents (\$5.75) and on May 1, 2015 to six dollars (\$6.00) and on April 1, 2016 to six dollars and twenty-five cents (\$6.25).

14.03 Bargaining Council of British Columbia Building Trades Unions Fund (BCBCBTU)

The Employer shall remit and will provide funding for the Bargaining Council of British Columbia Building Trades Unions of one cent (\$0.01) per hour for all hours worked. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

14.04 Operating Engineers' Apprenticeship & Upgrading Fund

The Employer shall make contributions at the rate of fifty-seven cents (\$0.57) per hour for each hour of work performed by each employee covered by this Agreement to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan. Effective May 1, 2013, this amount shall increase to sixty-two cents (\$0.62) and on May 1, 2015 to sixty-seven cents (\$0.67) and on April 1, 2016 to seventy-two cents (\$0.72).

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 construction 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.

All Operating Engineer Apprentices shall be hired through the Operating Engineers' Apprenticeship Plan.

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

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

14.05 B.C. & Yukon Territory Building & Construction Trades Council Fund (BCYT)

Employees shall make contributions at the rate of **seven cents (\$0.07)** per hour for each hour of work performed, to the British Columbia and Yukon Territory Building and Construction Trades Council Fund.

14.06 Contract Administration Fund

It is understood and agreed by all parties that for each hour for which wages are payable under this agreement, each Employer signatory to this agreement will contribute twelve cents (\$0.12) per hour worked. Effective November 1, 2014 this amount will reduce to eleven cents (\$0.11) per hour worked.

Further, it is agreed that this Fund will be collected through the Union facilities in conjunction with the other negotiated funds pertaining to the Agreement and shall be forwarded on the basis of twelve cents (\$0.12) per hour (or such other amount as determined by Construction Labour Relations Association of B.C.) payable to Construction Labour Relations Association of B.C.

This Fund is to be subject to the Union's normal administration charges and shall be dispersed, as indicated, within the normal time frame for funds payable under the Agreement.

14.07 Mechanics, Servicemen, and Welders Tool Allowance Fund

The Employer shall make contributions at the rate of six cents (\$0.06) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund.

14.08 Construction Industry Rehabilitation Fund

The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

14.09 Operating Engineers' Advancement Fund

The Employer shall contribute the sum of seventeen cents (\$0.17) for each hour wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Advancement Fund.

14.10 Jurisdictional Assignment Plan Fund

- (a) The Employer shall remit one cent (\$0.01) per hour for all classifications covered by this Agreement to the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this Agreement for each hour of work performed by each employee covered by this Agreement.
- (b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

ARTICLE 15: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

- 15.01** The contributions and deductions referred to in Article 14 shall be remitted monthly by cheque together with a form supplied to the Employers by the Union to the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan shall remit monthly all such monies received to the Operating Engineers Joint Apprenticeship and Upgrading Fund and Plan, the Bargaining Council of British Columbia Building Trades Unions Fund, the British Columbia and Yukon Territory Building and Construction Trades

Council Fund, the Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund, the Jurisdictional Assignment Plan Fund, the Construction Industry Rehabilitation Fund, the Operating Engineers' Advancement Fund, the Contract Administration Fund, and the Operating Engineers' Benefits and Pension Plans. 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.

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

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

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

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

ARTICLE 16: OPERATIONAL REQUIREMENTS

16.01 All work performed in those classifications listed in Schedule "A" shall be performed by members of the Union. However the Employer retains the right to assign all work to ensure a safe and efficient operation.

16.02 Training and Apprenticeship

- (a) The Employer shall employ one (1) crane apprentice for each two (2) cranes leased, rented and/or operated by the Employer. However, hydraulic cranes up to eighty (80) ton capacity shall not be included for the purposes of establishing this ratio.
- (b) In co-operation with Employers owning only one (1) crane the Administrator shall arrange the placement of crane apprentices using the same ratio according to hours worked (i.e. fifty percent (50%)).
- (c) In cases where there are insufficient operating hours available for any one (1) crane as determined by the Training Plan the Employer may request an exemption from the Administrator of the Training Program with respect to Article 16.02 (a).
- (d) The crane apprentice shall be paid a rate as agreed between the Operating Engineers' Apprenticeship & Upgrading Plan and the Employer.
- (e) All crane apprentices shall have confirmation of dispatch from the Union.
- (f) The Employer shall notify the Administrator of the Operating Engineers' Joint Apprenticeship Board before he discharges an apprentice.

If the Union cannot supply apprentices, the Employer may hire a pre-apprentice for a period not to exceed six (6) months. Before completion of three (3) months the pre-apprentices must take

the Apprenticeship Plan assessment exam and before completion of six (6) months, must attain and possess a valid Class 3 driver's license with Air Brake endorsement. The pre-apprentice shall be paid fifty percent (50%) of the twenty (20) ton hydraulic crane operator wage rate; be covered by the Employment Standards Act, and be provided with Medical Services Plan of B.C. ((MSP), single status) as a minimum benefit.

ARTICLE 17: SAVINGS ARTICLE

- 17.01** If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 17.02** In the event that any Article or section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 18: COMPETITIVE CONSIDERATION ARTICLE

- 18.01** The Union and Association Members may jointly agree to terms and conditions other than those contained in this Agreement in an effort to assure that certain projects or types of construction in designated areas, or for specific time periods, are maintained for the Unionized sector.

The parties agree that there will be no reduction or elimination of any joint industry funds negotiated between Bargaining Council of British Columbia Building Trades Unions and the CLR without prior written consent of the parties.

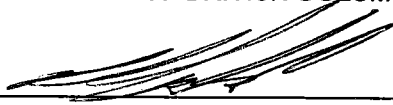
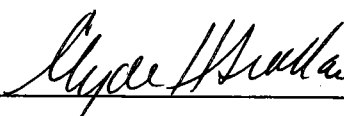
ARTICLE 19: JOINT LABOUR-MANAGEMENT COMMITTEE

- 19.01** There shall be established during the life of this Agreement, a Joint Labour-Management Committee composed of up to three (3) members representing Employers and up to three (3) members representing the Union. This Committee shall generally administer the terms of the Agreement and shall deal with such other matters referred to it by either party.

SIGNATURE OF PARTIES

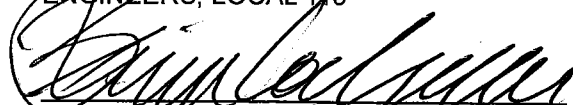
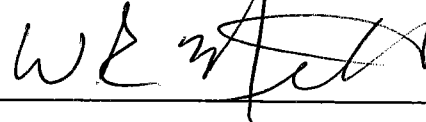
Signed this 11 day of October, 2016

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA

Signed this 11 day of October, 2016

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

SCHEDULE "A": RATES OF PAY AND EMPLOYER/EMPLOYEE CONTRIBUTIONS

	03-Oct-11			01-May-12			01-May-13			01-May-14		
	Wages	Holiday Pay	Wages & HP	Wages	Holiday Pay	Wages & HP	Wages	Holiday Pay	Wages & HP	Wages	Holiday Pay	Wages & HP
Group #1												
Crane Operator Rates - Conventional												
Under 20 Ton	35.77	4.29	40.06	36.70	4.40	41.10	37.64	4.52	42.16	39.13	4.70	43.83
20 - 50 Ton	36.50	4.38	40.88	37.46	4.50	41.96	38.41	4.61	43.02	39.93	4.79	44.72
51-99 Ton	36.92	4.43	41.35	37.89	4.55	42.44	38.86	4.66	43.52	40.39	4.85	45.24
100-149 Ton	37.33	4.48	41.81	38.31	4.60	42.91	39.29	4.71	44.00	40.84	4.90	45.74
150-199 Ton	37.75	4.53	42.28	38.73	4.65	43.38	39.72	4.77	44.49	41.29	4.95	46.24
200-249 Ton	38.18	4.58	42.76	39.18	4.70	43.88	40.17	4.82	44.99	41.76	5.01	46.77
250-299 Ton	38.57	4.63	43.20	39.57	4.75	44.32	40.58	4.87	45.45	42.18	5.06	47.24
300-349 Ton	39.96	4.80	44.76	41.00	4.92	45.92	42.05	5.05	47.10	43.71	5.25	48.96
350-399 Ton	41.36	4.96	46.32	42.44	5.09	47.53	43.52	5.22	48.74	45.24	5.43	50.67
400-449 Ton	42.74	5.13	47.87	43.86	5.26	49.12	44.98	5.40	50.38	46.76	5.61	52.37
450-499 Ton	44.13	5.30	49.43	45.29	5.43	50.72	46.44	5.57	52.01	48.27	5.79	54.06
Group #2												
Crane Operator Rates - Hydraulic												
Under 20 Ton	34.86	4.18	39.04	35.77	4.29	40.06	36.68	4.40	41.08	38.13	4.58	42.71
20 - 50 Ton	35.61	4.27	39.88	36.54	4.38	40.92	37.47	4.50	41.97	38.95	4.67	43.62
51-99 Ton	36.02	4.32	40.34	36.96	4.44	41.40	37.90	4.55	42.45	39.40	4.73	44.13
100-149 Ton	36.45	4.37	40.82	37.40	4.49	41.89	38.36	4.60	42.96	39.87	4.78	44.65
150-199 Ton	36.85	4.42	41.27	37.81	4.54	42.35	38.78	4.65	43.43	40.31	4.84	45.15
200-249 Ton	37.55	4.51	42.06	38.53	4.62	43.15	39.51	4.74	44.25	41.07	4.93	46.00
250-299 Ton	38.24	4.59	42.83	39.24	4.71	43.95	40.24	4.83	45.07	41.83	5.02	46.85
300-349 Ton	39.61	4.75	44.36	40.64	4.88	45.52	41.68	5.00	46.68	43.33	5.20	48.53
350-399 Ton	40.98	4.92	45.90	42.05	5.05	47.10	43.12	5.17	48.29	44.82	5.38	50.20
400-449 Ton	42.34	5.08	47.42	43.45	5.21	48.66	44.56	5.35	49.91	46.32	5.56	51.88
450-499 Ton	43.70	5.24	48.94	44.85	5.38	50.23	45.99	5.52	51.51	47.81	5.74	53.55

	03-Oct-11	01-May-12	01-May-13	01-May-14
Employer Contributions				
Benefits	2.20	2.30	2.40	2.40
Pension	5.25	5.50	5.75	5.75
Apprenticeship Fund	0.52	0.57	0.62	0.62
Tool Allowance Fund	0.06	0.06	0.06	0.06
Rehabilitation Fund	0.02	0.02	0.02	0.02
Jurisdictional Fund	0.01	0.01	0.01	0.01
OE Advancement Fund	0.17	0.17	0.17	0.17
Mobile Crane Owners Association Fund *	0.18	0.18	0.18	0.17
Bargaining Council	0.01	0.01	0.01	0.01
Employee Deductions				
Working Dues	0.75	0.77	0.79	0.82
BCYT Fund	0.07	0.07	0.07	0.07
Canadian Building Trades Fund	0.01	0.01	0.01	0.01
Coalition of BC Building Trades Fund	0.02	0.02	0.02	0.02
Total Remittances				
Total Remittance ST	9.27	9.69	10.11	10.13
Total Remittance 1.5X	11.90	12.44	12.99	13.01
Total Remittance 2X	14.52	15.19	15.86	15.88

* Mobile Crane Owners Association Fund includes CLR Dues plus \$0.05 for the Mobile Crane Owners Association.

SCHEDULE "A": RATES OF PAY AND EMPLOYER/EMPLOYEE CONTRIBUTIONS

	01-Nov-14			01-May-15			01-Apr-16		
	Wages	Holiday Pay	Wages & HP	Wages	Holiday Pay	Wages & HP	Wages	Holiday Pay	Wages & HP
Group #1									
Crane Operator Rates - Conventional									
Under 20 Ton	39.13	4.70	43.83	40.32	4.84	45.16	41.51	4.98	46.49
20 - 50 Ton	39.93	4.79	44.72	41.15	4.94	46.09	42.37	5.08	47.45
51-99 Ton	40.39	4.85	45.24	41.62	4.99	46.61	42.85	5.14	47.99
100-149 Ton	40.84	4.90	45.74	42.08	5.05	47.13	43.32	5.20	48.52
150-199 Ton	41.29	4.95	46.24	42.55	5.11	47.66	43.81	5.26	49.07
200-249 Ton	41.76	5.01	46.77	43.03	5.16	48.19	44.30	5.32	49.62
250-299 Ton	42.18	5.06	47.24	43.46	5.22	48.68	44.74	5.37	50.11
300-349 Ton	43.71	5.25	48.96	45.04	5.40	50.44	46.37	5.56	51.93
350-399 Ton	45.24	5.43	50.67	46.62	5.59	52.21	48.00	5.76	53.76
400-449 Ton	46.76	5.61	52.37	48.18	5.78	53.96	49.60	5.95	55.55
450-499 Ton	48.27	5.79	54.06	49.74	5.97	55.71	51.21	6.15	57.36
Group #2									
Crane Operator Rates - Hydraulic									
Under 20 Ton	38.13	4.58	42.71	39.29	4.71	44.00	40.45	4.85	45.30
20 - 50 Ton	38.95	4.67	43.62	40.14	4.82	44.96	41.33	4.96	46.29
51-99 Ton	39.40	4.73	44.13	40.60	4.87	45.47	41.80	5.02	46.82
100-149 Ton	39.87	4.78	44.65	41.08	4.93	46.01	42.29	5.07	47.36
150-199 Ton	40.31	4.84	45.15	41.54	4.98	46.52	42.77	5.13	47.90
200-249 Ton	41.07	4.93	46.00	42.32	5.08	47.40	43.57	5.23	48.80
250-299 Ton	41.83	5.02	46.85	43.10	5.17	48.27	44.37	5.32	49.69
300-349 Ton	43.33	5.20	48.53	44.65	5.36	50.01	45.97	5.52	51.49
350-399 Ton	44.82	5.38	50.20	46.18	5.54	51.72	47.54	5.70	53.24
400-449 Ton	46.32	5.56	51.88	47.73	5.73	53.46	49.14	5.90	55.04
450-499 Ton	47.81	5.74	53.55	49.27	5.91	55.18	50.73	6.09	56.82

	01-Nov-14	01-May-15	01-Apr-16
Employer Contributions			
Benefits	2.40	2.45	2.50
Pension	5.75	6.00	6.25
Apprenticeship Fund	0.62	0.67	0.72
Tool Allowance Fund	0.06	0.06	0.06
Rehabilitation Fund	0.02	0.02	0.02
Jurisdictional Fund	0.01	0.01	0.01
OE Advancement Fund	0.17	0.17	0.17
Mobile Crane Owners Association Fund *	0.16	0.16	0.16
Bargaining Council	0.01	0.01	0.01
Employee Deductions			
Working Dues	0.82	0.85	0.87
BCYT Fund	0.07	0.07	0.07
Canadian Building Trades Fund	0.01	0.01	0.01
Coalition of BC Building Trades Fund	0.02	0.02	0.02
Total Remittances			
Total Remittance ST	10.12	10.50	10.87
Total Remittance 1.5X	13.00	13.50	14.00
Total Remittance 2X	15.87	16.50	17.12

* Mobile Crane Owners Association Fund includes CLR Dues plus \$0.05 for the Mobile Crane Owners Association.

LETTER OF UNDERSTANDING #1

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION
OF BRITISH COLUMBIA

AND:

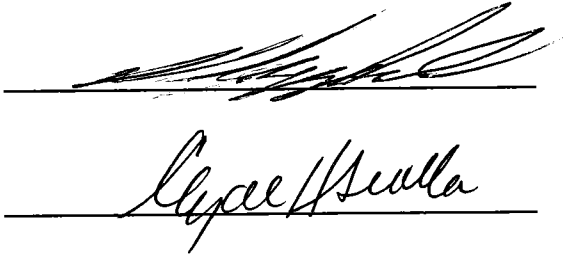
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: ALCOHOL & DRUG TESTING PROGRAM

The parties agree to adopt for the purposes of this agreement, the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy developed by Construction Labour Relations Association of B.C. and the Bargaining Council of British Columbia Building Trades Unions.

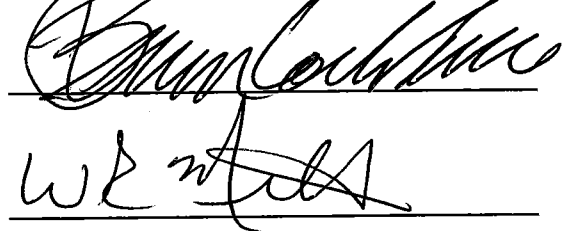
Signed this 11 day of October, 2016

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA



Signed this 11 day of October, 2016

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115



LIST OF SIGNATORY EMPLOYERS

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective October 18, 2016, the following employers have authorized CLR to bargain a renewal Steel Erection Agreement with IUOE Local 115 and to sign such Agreement on their behalf.

1. Canron Western Constructors Ltd.
2. Dynamic Installations Inc.
3. Ganotec West ULC
4. HBBC
5. Jacobs Industrial Services Ltd.
6. RKM Services Ltd.

DISTRICT OFFICES OF INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

DISTRICT #1

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

DISTRICT #2

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

DISTRICT #3

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

DISTRICT #4 & DISTRICT #5

513 Ahbau Street, Suite 115
Prince George, BC V2M 3R8
Phone: 250-563-3669

DISTRICT #6

103 Centennial Square
Sparwood, B.C. V0B 2G0
Phone: 250-425-2161

THE OPERATING ENGINEERS' BENEFITS & PENSION PLAN

Room 402 - 4333 Ledger Avenue
Burnaby, BC V5G 4G9
Phone: 604-299-8341
Toll Free: 1-800-663-9524