

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, 2014 to April 30, 2016

TABLE OF CONTENTS

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

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

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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, 2014, 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 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:
 - Ten dollars and twelve cents (\$10.12) per hour effective Nov. 1, 2014
 - Ten dollars and fifty cents (\$10.50) per hour effective May 1, 2015
 - Ten dollars and eighty-seven cents (\$10.87) per hour effective April 1, 2016

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 29 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: MANAGEMENT RIGHTS

The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this agreement.

ARTICLE 5: WAGES

5.01 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.

5.02 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.

5.03 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, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday prior to British Columbia Day, 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 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.

5.04 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.

The Employer may choose to utilize direct deposit methods to provide employee reimbursement.

5.05 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.

5.06 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 16.

5.07 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.

5.08 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 6: HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME

6.01 Regular Hours:

Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m., five (5) days shall constitute a week's work 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.

6.02 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.	4	hours
Total hours paid	8	hours

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.

6.03 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 6.02 and 6.03 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.

6.04 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.

6.05 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 times 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.

All statutory holidays which occur during a compressed (alternate) work week shall be observed on the actual day of the Statutory Holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a Statutory Holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the Statutory Holiday. All Statutory Holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

6.06 Call Out Time:

Where an employee is called out for work, and no work is performed, he shall be paid four (4) hours 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.

6.07 Special Provisions:

All work done outside of the hours mentioned in Article 6.01, 6.02, 6.03, and 6.05 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 6.01, 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.

6.08 Tools - Cleanup:

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

ARTICLE 7: OVERTIME

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

- 7.02 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.
- 7.03 Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate, and shall be given 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.

ARTICLE 8: TRANSPORTATION

8.01 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.

8.02 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.

8.03 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.

8.04 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.

8.05 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.

8.06 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.

8.07 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 - Round trip

250 - 500 km	\$175.00
501 - 750 km	275.00
751 - 1,000 km	375.00
over 1,000 km	475.00

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.

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

8.08 When an indentured apprentice is required to fulfill the annual schooling portion of the Apprenticeship Program he shall receive fare as per Article 8 - Transportation.

8.09 Employee Travel:

(a) Lower Mainland

When travelling in a taxi, crummy, company supplied or like vehicle outside regular straight time shift hours, such non-operating premium travel time shall be paid at time and one half of the applicable hourly rate. Such vehicles will conform to public transportation standards with full insurance coverage and operated in compliance with WorkSafeBC regulations.

(b) Outside the Lower Mainland

When travelling in a taxi, crummy, company supplied or like vehicle outside regular straight time shift hours, such non-operating premium travel time shall be paid at time and one half of the applicable hourly rate. Such vehicles will conform to public transportation standards with full insurance coverage and operated in compliance with WorkSafeBC regulations.

Notwithstanding the foregoing, if agreed between the Employer and the Union, an Employee may receive a mileage allowance in lieu of the applicable hourly rate to an employee for non-crane operating travel beyond twenty (20) kilometer radius from their branch (yard) based on the following formula:

- (i) Employee's own vehicle - a mileage allowance of fifty-two cents (\$0.52) per road kilometer for the first five thousand (5,000) road kilometers and forty-six cents (\$0.46) a road kilometer thereafter
 - (ii) An Employer supplied vehicle - a mileage allowance of forty-four and one-half cents (\$0.445) per road kilometer. It is understood that if the operator is required to transport Employer equipment in the vehicle, the operator will be considered to be on the payroll and will not be eligible for the mileage allowance.
- (c) 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.
- (d) 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.

(e) 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 Westminster 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 9: WORKING CONDITIONS

9.01 Rest and Meal Breaks:

- (a) A one-half hour unpaid meal break shall be at mid-shift.
- (b) 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.
- (c) 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, unless workplace conditions require a variance in the timing of either rest break on one or more days.

- (d) 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.
- (e) Where work is required beyond ten (10) hours, a second meal break of one-half (1/2) hour will be provided at the beginning of ten (10) hours, to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.
- (f) It is agreed that no employee shall be deprived of an overtime meal by reason of working overtime, where the Employer is providing room and board.

9.02 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.

9.03 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.

9.04 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 10: GENERAL CONDITIONS

10.01 Wash Up

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

10.02 Lunch Room

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

10.03 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.

10.04 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.

10.05 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.

10.06 Tool List:

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

ARTICLE 11: UNION SHOP

11.01 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.

11.02 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.

For those Employers which have established offices outside the Lower Mainland or in more than one location around the province, the Union recognizes that Employees required by the Employer in those offices will be considered as local residents as defined in this Agreement.

11.03 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 20 of this Agreement.

The Union shall be given at least twenty-four (24) 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 twenty-four (24) 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.

11.04 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.

11.05 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.

ARTICLE 12: JOB STEWARDS

12.01 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 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) 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 13: ROOM AND BOARD

13.01 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 2008-2014 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 either (a) an acceptable standard of room and board supplied and paid for by the Employer based on reasonable receipts provided or (b) an acceptable standard of room and a meal allowance based on \$62.50 per day.

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.

13.02 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 14: ACCIDENT PREVENTION

14.01 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.

- (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.

14.02 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.

14.03 Accident Prevention

No employee shall be permitted to use a cellular/smart phone while operating equipment. In addition, no employee shall be permitted to use a cellular/smart phone for personal purposes during paid working time.

ARTICLE 15: DISPUTES

Jurisdiction - B.C. Jurisdictional Work Assignments Plan:

- 15.01 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(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- 15.02 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.
- 15.03 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.

- 15.04 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.
- 15.05 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.
- 15.06 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.
- 15.07 The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the collective agreements.
- 15.08 Jurisdictional Assignment Plan Fund:
- (a) The Employer shall remit one cent (1¢) per hour for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this Collective Agreement for each hour of work performed by each employee covered by this Agreement.
 - (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.
 - (c) It is agreed that the target date for implementation of the Plan shall be November 1, 1977. At the conclusion of one year of operation, the Trustees of the Plan will make a general financial review and should the funding require modification, the Trustees will inform all parties of any agreed upon change together with the effective date of the modification. It is agreed that the decision of the Trustees shall be final and binding upon all parties.

ARTICLE 16: 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:

- 16.01 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 pay fully 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.

- 16.02 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 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.

16.03 Canadian Joint Grievance Panel

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

16.04 Time Limits:

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

ARTICLE 17: PUBLIC RELATIONS

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

ARTICLE 18: DUES

18.01 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.

18.02 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 19: BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADES UNIONS FUNDING

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 or earned as established in each of the respective trade collective agreements by the contributions made to the Jurisdictional Assignment Plan (JAPlan). This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

ARTICLE 20: OPERATING ENGINEERS' APPRENTICESHIP & UPGRADING FUND AND PLAN

Effective May 1, 2014, the Employer shall make contributions at the rate of sixty-two cents (\$0.62) 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, 2015, this amount shall increase to sixty-seven cents (\$0.67).

Effective April 1, 2016, this amount shall increase 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.

ARTICLE 21: B.C. & YUKON TERRITORY BUILDING & CONSTRUCTION TRADES COUNCIL FUND

The Employer shall deduct at the rate of seven cents (\$0.07) per hour for each hour of work performed by each employee covered by this Agreement, to the British Columbia and Yukon Territory Building and Construction Trades Council Fund.

ARTICLE 22: 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.

ARTICLE 23: 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.

ARTICLE 24: 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.

ARTICLE 25: BENEFITS PLAN AND PENSION PLAN CONTRIBUTIONS SCHEDULE

25.01 Benefits Plan Contribution:

The Employer shall make contributions at the rate of two dollars and forty cents (\$2.40) per hour for which wages are earned hereunder by each employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

Effective May 1, 2015, this contribution shall increase to two dollars and forty-five cents (\$2.45).

Effective April 1, 2016, this contribution shall increase to two dollars and fifty cents (\$2.50).

Note: This contribution will be based on hours paid.

25.02 Pension Plan Contribution:

The Employer shall make contributions at the rate of five dollars and seventy-five cents (\$5.75) per hour for which wages are earned hereunder by each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

The Pension Plan contribution shall increase as follows:

Effective May 1, 2015, this contribution shall increase to six dollars (\$6.00).

Effective April 1, 2016, this contribution shall increase to six dollars and twenty-five cents (\$6.25).

This contribution will be based on hours earned, i.e., time and one-half or double the contribution rate for overtime hours.

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

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

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

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

In the event an employer fails to remit contributions to this Plan, in conformity with this section of the Agreement, the Union is free to take any economic action it deems

necessary against such Employer, and such action shall not be considered a violation of this Agreement.

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

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

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

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

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

Pension plan contributions will be pro-rated for pre-apprentices and apprentices based on the percentage of the crane operator classification they are working under.

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

ARTICLE 26: OPERATIONAL REQUIREMENTS

- 26.01 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.

26.02 Hoisting Equipment Apprentice - Work Scope

- (a) There may be one (1) Crane Apprentice employed for up to three (3) journeyperson Crane Operators employed by the Employer. There shall one (1) Crane Apprentice employed when there are four (4) journeyperson Crane Operators employed by the Employer. There shall be one (1) Crane Apprentice employed for each multiple of five (5) journeyperson Crane Operators. The foregoing is based on Company wide ratio.
- (b) Apprentice Crane Operators shall be allowed to operate specific equipment, based upon management evaluation of their qualifications, work experience and the requirements of the specific work in question. Notwithstanding this provision,

the Employer shall provide the apprentice operators so working with appropriate supervision and suitable communication options.

26.03 Mechanical/Welder Apprentice

When more than four (4) journeypersons are employed in any branch operation a registered apprentice shall be employed.

26.04 Pre-Apprentice

The Employer may hire an employee in the Pre-Apprentice classification for a period not to exceed six months. Employees hired in such classification will be evaluated for suitability as apprentices subject to the following:

- (a) Before completion of three (3) months, the pre-apprentice must take the Apprenticeship Plan Assessment exam.
- (b) During the six (6) month employment period the pre-apprentice must attain and possess a valid Class 3 driver's licence with an Air Brake endorsement.
- (c) The pre-apprentice shall be paid fifty percent (50%) of the twenty (20) ton hydraulic crane operator rate of pay.
- (d) All provisions of the Employment Standards Act shall be applicable during the six (6) month employment period.
- (e) The employer shall provide B.C. Medical as a minimum benefit on a single status basis.

26.05 Apprenticeship Rates of Pay for Crane Operators

1 to 600 seat time hours:	65% of the journeyperson's hourly rate of pay
601 to 1200 seat time hours:	75% of the journeyperson's hourly rate of pay
1201 to 1800 seat time hours:	85% of the journeyperson's hourly rate of pay

The apprentice classification system and rates of pay for other trade classifications in the collective agreement shall be based upon the Industry Training Authority (ITA) or similar governing apprenticeship authority policies.

The apprenticeship step increases do not apply unless the apprentice successfully completes apprenticeship and is upgraded to the next higher apprenticeship level.

26.06 Yardman

This rate is intended to replace the "Journeyman" rates of pay and will not apply when operating a crane for hoisting, mobilizing, or demobilizing.

ARTICLE 27: MOBILE CRANE OWNERS ASSOCIATION FUND

It is understood and agreed by all parties that for each hour for which wages are payable under the Crane Rental Agreement, each Employer signatory to the Crane Rental Agreement who is

a member of the Mobile Crane Owners Association, or is operating as a Crane Rental Company will contribute sixteen cents (\$0.16) to the Mobile Crane Owners Association Fund.

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. The distribution of this Fund will be on the basis of five cents (\$0.05) per hour payable to the Mobile Crane Owners Association; eleven cents (\$0.11) 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.

The Union will provide a breakdown of the contributors to the parties to which the Fund is distributed. Relative to the distribution of the Construction Labour Relations Association (CLR), the Parties will adopt whatever tax regime is applicable (such tax is included in the disbursement to CLR).

ARTICLE 28: SAVINGS ARTICLE

28.01 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.

28.02 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 29: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

29.01 The contributions and deductions referred to in Articles 3, 15, 18, 19, 20, 21, 22, 23, 24, 25, and 27 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, the Mobile Crane Owners Association Fund, and the Union. The said Operating Engineers' Benefits Plan may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan, and approved by the Trustees of the recipient Funds.

29.02 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 30: COLLECTIVE AGREEMENT IMPLEMENTATION

It is agreed and understood that all monetary and contractual changes are effective May 1, 2014 and shall be paid in full within thirty (30) days of notice from the Union.

This shall apply to all past and present employees.

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

ARTICLE 31: TECHNOLOGICAL CHANGE

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

ARTICLE 32: COMPETITIVE CONSIDERATION ARTICLE

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.

In the event that on commercial, institutional and residential, amendments to the collective agreements are necessary to achieve the objective of securing work for both the Contractor and

membership, we are prepared to participate in the process subject to direct input and consultation.

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.

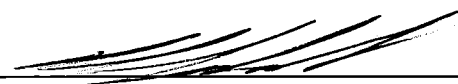
ARTICLE 33: JOINT LABOUR-MANAGEMENT COMMITTEE

Joint Labour-Management Committee: - 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.

Signed this 1st day of December, 2015.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA


Clyde Scollan, President and CEO



Ron Skuggedal, Chair, Board of Directors

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115


Brian Cochrane, Business Manager


Wayne E. Mills, President


Brian Lefebvre, Assistant Business Manager


Frank Carr, Business Representative

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

Brian Cochrane
Wayne E. Mills
Frank Carr
Craig McIntosh

SCHEDULE "A": RATES OF PAY - CRANE RENTAL AGREEMENT

Using 200 - 249 Ton Hydraulic Crane as Reference Class for Increases

	May 1, 2014			May 1, 2015			April 1, 2016		
	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
Other Classifications									
Tower Cranes									
1. Over 10 Ton	39.19	4.70	43.89	40.38	4.85	45.23	41.57	4.99	46.56
2. Under 10 Ton	38.75	4.65	43.40	39.93	4.79	44.72	41.11	4.93	46.04
Tradesmen									
Welders, Mechanics, Electricians	38.72	4.65	43.37	39.90	4.79	44.69	41.08	4.93	46.01
Riggers	37.12	4.45	41.57	38.25	4.59	42.84	39.38	4.73	44.11
Drivers	36.90	4.43	41.33	38.02	4.56	42.58	39.14	4.70	43.84
Self-Erect Cranes and Man & Material Hoists	36.55	4.39	40.94	37.66	4.52	42.18	38.77	4.65	43.42
Other Rates									
Kangaroo 1500	39.19	4.70	43.89	40.38	4.85	45.23	41.57	4.99	46.56
Kangaroo 750	38.75	4.65	43.40	39.93	4.79	44.72	41.11	4.93	46.04
Derricks	37.12	4.45	41.57	38.25	4.59	42.84	39.38	4.73	44.11
Yardman	33.22	3.99	37.21	34.23	4.11	38.34	35.24	4.23	39.47

In consideration for the April 1, 2016 monetary package increase, the Union agrees that it shall not seek any further monetary package increase(s) with an effective date prior to May 1, 2017.

PREMIUMS

1. Crane Premium:

On all cranes over 499 tons, the hourly rate shall be increased by two cents (2¢) for each ton.

Kangaroo Model 1500

Operator required to operate with boom length over 130 feet shall have his regular hourly rate increased by twenty-five cents (25¢) per hour.

2. First Aid Premium:

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

Level 3 - 65¢ per hour

Level 2 - 55¢ per hour (with transportation endorsement)

Level 1 - 45¢ per hour

SCHEDULE OF TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS

	Nov. 1, 2014	May 1, 2015	April 1, 2016
Employer Contributions			
Benefits ST	2.40	2.45	2.50
Pension ST	5.75	6.00	6.25
Pension 1.5X	8.63	9.00	9.38
Pension 2X	11.50	12.00	12.50
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

LETTER OF UNDERSTANDING #1

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: COMMERCIAL-INSTITUTIONAL AND RESIDENTIAL CONSTRUCTION

Definition of Commercial-Institutional and Residential Construction shall be work other than Industrial.

"Industrial Construction" shall be defined to include as examples: the construction of Manufacturing; Production Plants such as Pulp Mills; Chemical Plants; Refineries including the Transmission Facilities; Compressor Stations; Munitions Plants; Mines; Power Generating Plants; Bulk Loading Terminals; Dams; and Breweries, etc.

The parties hereto reserve the right through the process of the Collective Agreement to determine by mutual consent prior to bid closing any project not covered by Industrial Definition which might fall within that category.

Any and all work performed on an Industrial Project will be performed under the Industrial Sector unless otherwise covered by a separate agreement.

Any dispute in regard to the foregoing shall be referred to the Joint Labour/Management Committee as provided in Article 33 of the Crane Rental Agreement for resolution. If the parties are not able to resolve the issue the matter shall be referred to Article 16: Grievances.

Signed this 1st day of December, 2015.

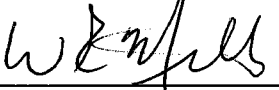
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA


Clyde Scollan, President and CEO


Ron Skuggedal, Chair, Board of Directors

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115


Brian Cochran, Business Manager


Wayne E. Mills, President


Brian Lefebvre, Assistant Business Manager


Frank Carr, Business Representative

LETTER OF UNDERSTANDING #2

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: COMMERCIAL-INSTITUTIONAL AND RESIDENTIAL CONSTRUCTION

The following shall amend the Crane Rental Agreement for work which is not considered Industrial Work:

Reservations Article

The parties signatory hereto agree:

1. To waive, for the term of this Agreement, the second sentence of Article 11.05, Union Affiliation, (a): "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".
2. The Union may trigger the use of this sentence by notifying the Employer not later than fifteen (15) days prior to the bid closing on any job.
3. This waiver is not to be misconstrued to include any work falling within the Union's jurisdiction.

Signed this 1st day of December, 2015.


CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA


Clyde Scollar, President and CEO


Ron Skuggedal, Chair, Board of Directors

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115


Brian Cochrane, Business Manager


Wayne E. Mills, President


Brian Lefebvre, Assistant Business Manager


Frank Carr, Business Representative

LETTER OF UNDERSTANDING #3

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: ALCOHOL & DRUG TESTING PROGRAM FOR CRANE COMPANIES SIGNATORY
TO THE OPERATING ENGINEERS LOCAL 115 CRANE RENTAL AGREEMENT

This policy is a result of an Arbitration Award arising from the 2000 - 2004 Heavy Construction Agreement. It is the intent of the parties to educate and recognize the potential use of drugs and alcohol in the workplace. The parties agree that safety, respect and confidentiality are fundamental to the intent of this policy. Further, the parties recognize the detrimental effect substance abuse can cause to the employers, employees and the Union membership in the workplace. This policy is intended to help, assist, provide treatment and support people who may have drug and alcohol problems and recognize that substance abuse is a disease. This policy is not intended to be used as a disciplinary treatment.

1. The program will be applicable to all employees working for crane rental companies who are signatory to the Crane Rental Agreement. Further, employees as defined in this policy shall include helper pre-apprentice, apprentice and journeyman.
2. The likelihood for success of a drug and alcohol testing program will depend on the level of education provided to the worker, supervisor, employer and union involved. It is clearly understood and agreed that education will be the driving principle in this program.
3. Pre-employment testing will take place for all initial hires that are potential employees who have not worked previously under the Crane Rental Agreement.
4. Pre-employment testing will also take place for employees who have not worked for the crane company in the last six (6) months. (Note: An employee who changes employment from one crane company to another may be required to test if a test has not been completed for that company within the previous six (6) month period.)
5. All tests will be performed by a recognized company in this field to determine the presence of alcohol or drugs in an employee. Testing shall be by urine sample only.

A test will be deemed positive if it detects:

- (i) an alcohol level that exceeds forty milligrams of alcohol in one hundred millilitres of blood or the equivalent concentration of urine.
- (ii) the drug level for the drugs set out below in excess of the concentrations set out below:

<u>Drugs or Classes of Drugs</u>	<u>Screening Concentration (in excess of ng/mL)</u>
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000

- (iii) all tests below screening concentrations will be considered negative. Concentration levels of all test results will not be released to any party(s).
6. In the event of a "near miss" or potentially dangerous incident in which the employee is directly involved, a test may be requested at the crane company's discretion. A "near miss" is defined as an incident that had the potential to cause a severe personal injury or the potential to cause significant damage.
 7. When an employee is involved in an incident causing injury or damage to property or equipment, testing will also take place at a crane company's discretion.
 8. If an employee is tested, he/she will continue to be paid while the testing takes place during his/her regular shift. If testing takes place outside his/her regular shift, two (2) hours wages and benefits will be paid to the employee. Confidentiality of test results will be maintained throughout this process.
 9. If the results of the alcohol/drug urine test are positive, there will be an assessment as to whether the employee requires counselling or more extensive treatment. An employee whose test results are positive shall be temporarily suspended from employment until an assessment is completed by a qualified rehabilitation counsellor. The assessment will determine a counselling or treatment program that will include recommendations on an employee's ability to return to work. An employee who tests positive and who undergoes treatment may be requested to submit to further testing within 90 days of returning to work with the company under the terms of the program. The company shall comply with all applicable employment laws when an employee undergoes counselling and/or treatment. The company will assist wherever possible to ensure the assessment occurs in a timely fashion.
 10. The employee who undergoes counselling and/or treatment will be reinstated once he/she produces confirmation that he/she has successfully completed the counselling and/or treatment and is ready to return to work. Employees returning to work shall comply with post treatment care recommendations provided by their rehabilitation counsellor. Failure to comply may result in further disciplinary action including suspension or termination of employment.
 11. An employee returning to work under these provisions shall return to his/her duties.
 12. Maintenance of Chain of Custody Documents for Specimen Collection Transportation and Storage: Clinical Standards: Specimen collection should either be directly supervised or safeguards should be implemented to minimize substitution or contamination. Laboratories used for urine testing analysis shall be certified and follow the guidelines issued by the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services which ensure custody and accuracy issues.

13. This policy shall apply to only crane rental companies and shall form part of the Crane Rental Agreement as negotiated by and between the Construction Labour Relations Association of BC and the International Union of Operating Engineers Local 115. Mr. Brian Foley has retained jurisdiction until this policy has been agreed to and put into effect. Any differences that may arise after the policy has been agreed to and put into effect may be referred to the grievance procedure or the Joint Conference Board for resolution.

Signed this 1st day of December, 2015.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA


Clyde Scollan, President and CEO


Ron Skuggedal, Chair, Board of Directors

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115


Brian Cochrane, Business Manager


Wayne E. Mills, President


Brian Lefebvre, Assistant Business Manager


Frank Carr, Business Representative

SCHEDULE "B": 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 April 29 2014, the following employers have authorized CLR to bargain the new Crane Rental Agreement with International Union of Operating Engineers Local 115 and to sign such Agreement on their behalf.

1. GWIL Crane Service, Div. of GWIL Industries Inc.
2. LaPrairie Crane Ltd.
3. NCSG Crane & Heavy Haul Services
4. Sterling Crane, Division of Procrane Inc.
5. RKM Services Ltd.
6. Mega Cranes 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

Unit B - 3339 8th Avenue
Prince George, BC V2M 3R8
Phone: 250-563-3669

DISTRICT #6

103 Centennial Square
Sparwood, BC V0B 2G0
Phone: 250-425-2161
Toll Free: 1-888-605-9955

THE OPERATING ENGINEERS' BENEFITS & PENSION PLAN

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