

# **STEEL ERECTION AGREEMENT**

**By and Between:**

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF  
BRITISH COLUMBIA**

On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU.

Pursuant to the August 9, 2016 LRB Settlement Agreement and Letter of Agreement By and Between the BCBCBTU and CLR.

**And:**

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

**May 1, 2016 to April 30, 2019**

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On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU.

Pursuant to the August 9, 2016 LRB Settlement Agreement and Letter of Agreement By and Between the BCBCBTU and CLR.

(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

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**ARTICLE 1: OBJECTS**

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- 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.

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**ARTICLE 2: DURATION**

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- 2.01** This Agreement shall be in full force and effect from and including May 1, 2016 to and including April 30, 2019 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, 2019, 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.

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**ARTICLE 3: EXTENT**

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**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, 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.

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## **ARTICLE 4: WAGES, EMPLOYER/EMPLOYEE CONTRIBUTIONS**

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### **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.

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## **ARTICLE 5: WORKING CONDITIONS**

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**5.01** Journeyperson 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 Journeyperson 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 Journeyperson 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 Journeyperson 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 their 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 them 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 their 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.

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**ARTICLE 6: GENERAL CONDITIONS**

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**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 and a dry room.

**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 their 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 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.

**6.05 Tool List**

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

**6.06 Telephone Access**

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

**6.07 Payroll Process**

Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with Canada Revenue Agency (CRA) regulations.

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**ARTICLE 7: UNION SHOP**

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**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, they 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 International Union of Operating Engineers Local 115 Training Association (IUOETA) 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 tradespersons' 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, they shall be entitled to re-employment with the same Employer when they receive a clearance to return to work from their doctor or WorkSafeBC, providing the project is still in operation and there is work in their 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 them forthwith.

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

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### **ARTICLE 8: JOB STEWARDS**

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#### **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 their 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 they 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.

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**ARTICLE 9: ACCIDENT PREVENTION**

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**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 they fail 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 their 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 their opinion, there is any reasonable doubt as to the safety of the unit, or if they feel it is improperly loaded. They may not be ordered to operate said vehicle or equipment until they have 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.

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**ARTICLE 10: JURISDICTIONAL ASSIGNMENT PLAN**

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**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 Building Trades. 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 their 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.

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**ARTICLE 11: GRIEVANCES**

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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) calendar days and a grievance involving other matters is not resolved within twenty (20) calendar days, it may be referred to Arbitration. The Parties agree that a single Arbitrator who is acceptable to both Parties shall be used. The decision of the Arbitrator shall be final and binding. The Parties agree that all expenses incurred by a single Arbitrator shall be paid equally by the Parties. Each Party shall pay its own cost of the Arbitration.

**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.

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**ARTICLE: 12 PUBLIC RELATIONS**

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- 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.

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**ARTICLE 13: DUES**

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**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 their Employer as a condition of employment as may be required by their Employer.

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

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**ARTICLE 14: INDUSTRY FUNDS**

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**14.01 Operating Engineers' Benefits Plan Contribution**

The Employer shall make contributions and remit at the rate set forth in Schedule "A" per hour worked hereunder by each employee within the scope of this Agreement to the Operating Engineers' Benefits Plan

**14.02 Operating Engineers' Pension Plan Contribution**

The Employer shall make contributions and remit at the rate set forth in Schedule "A" per hour for which wages are earned hereunder by each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

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

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

The Employer shall make contributions and provide funding for the BCBCBTU Fund at the rate set forth in Schedule "A" per hour for all hours worked. This provision will continue as long as the BCBCBTU structure continues to exist pursuant to the Labour Relations Code.

**14.04 IUOE Local 115 Training Association (IUOETA)**

The Employer shall make contributions and remit at the rate set forth in Schedule "A" per hour for each hour of work performed by each employee covered by this Agreement to the IUOETA Fund.

The IUOETA shall provide workers 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 tradespersons' qualification test.

The IUOETA will be administered by the IUOETA Board.

All Operating Engineer Apprentices shall be hired through the IUOETA.

In the event any dispute arises over the required hours as provided by the IUOETA 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 IUOETA Board.

The Employer shall notify the Administrator of the IUOETA before they discharge an Apprentice or Trainee in any trade classification.

**14.05 British Columbia Building Trades Fund (BCBT)**

Employers shall make deductions and remit at the rate set forth in Schedule "A" per hour for each hour of work performed, to the British Columbia Building Trades Fund.

**14.06 (a) Mobile Crane Owners Association Fund**

The Employer shall make contributions and remit at the rate set forth in Schedule "A" per hour worked to the Mobile Crane Owners Association Fund. The Mobile Crane Owners Association of BC may alter this amount by providing sixty (60) calendar days' written notice to the Union.

**(b) CLR Contract Administration Fund**

The Employer shall make contributions and remit at the rate set forth in Schedule "A" per hour worked to the CLR Contract Administration Fund. CLR may alter this amount by providing sixty (60) calendar days' written notice to the Union.

**(c) (i)** The Union shall forward all monies received in accordance with the standard remittance form utilized by the Union to the Mobile Crane Owners Association of BC and CLR respectively. Such payments shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under this Agreement.

**(ii)** Any cost incurred with respect to having to change the standard remittance form utilized by the Union as a direct result of a change in the contribution amount required pursuant to either Article 14.06 (a) or Article 14.06 (b) shall be borne by the applicable Association.

**(iii)** The Union shall not have any responsibility for delinquent monies from individual employers.

**14.07 Mechanics, Servicemen, and Welders Tool Allowance Fund**

The Employer shall make contributions and remit at the rate set forth in Schedule "A" 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 and remit at the rate set forth in Schedule "A" 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 make contributions and remit at the rate set forth in Schedule "A" 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 make contributions and remit at the rate set forth in Schedule "A" 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 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.

**14.11 Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy)**

(a) The D&A Policy, as agreed to between the BCBCBTU and CLR shall be binding upon the Parties.

(b) Effective November 26, 2017, the Employer shall make contributions and remit at the rate set forth in Schedule "A" per hour worked to the D&A Policy Fund.

**14.12 Canadian Building Trades Fund**

Employers shall make deductions and remit at the rate set forth in Schedule "A" per hour for each hour of work performed, to the Canadian Building Trades Fund.

**14.13 Coalition of BC Building Trades Fund**

Employers shall make deductions and remit at the rate set forth in Schedule "A" per hour for each hour of work performed, to the Coalition of BC Building Trades Fund.

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**ARTICLE 15: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**


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**15.01** The contributions and deductions referred to in Articles 13 and 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' Benefits Plan, the Operating Engineers' Pension Plan, the Bargaining Council of British Columbia Building Trades Unions Fund, IUOE Local 115 Training Association Fund, the British Columbia Building Trades Fund, the Mobile Crane Owners' Association Fund, the Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund, the CLR Contract Administration Fund, the Construction Industry Rehabilitation Fund, the Operating Engineers' Advancement Fund, the Jurisdictional Assignment Plan Fund, the Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy) Fund, Canadian Building Trades Fund, Coalition of BC Building Trades 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.

**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 their 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 their 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.

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#### ARTICLE 16: OPERATIONAL REQUIREMENTS

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**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 IUOETA 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 IUOETA and the Employer.
- (e) All crane apprentices shall have confirmation of dispatch from the Union.
- (f) The Employer shall notify the Administrator of the IUOETA before they discharge 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 IUOETA assessment exam and before completion of six (6) months, must attain and possess a valid Class 3 drivers' 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.

**ARTICLE 20: DISCRIMINATION**

The Parties agree that discrimination under the prohibited grounds of the BC Human Rights Code shall not be tolerated within the open and inclusive craft building trades construction industry.

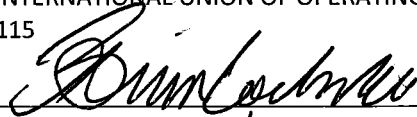
Signed this 15<sup>TH</sup> day of November, 2018.

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF  
BRITISH COLUMBIA

  
Clyde Scollan, President & CEO

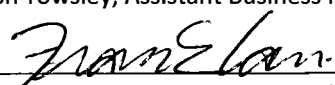
  
CLR Board Member

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL  
115

  
Brian Cochrane, Business Manager

  
Wayne E. Mills, President

  
Josh Towsley, Assistant Business Manager

  
Frank Carr, Business Representative

## SCHEDULE "A"

RATES OF PAY

	May 1, 2016			May 1, 2017			May 1, 2018		
	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP
<b>Group #1 - Crane Operator Rates - Conventional</b>									
Under 20 Ton	41.51	4.98	46.49	42.31	5.08	47.39	43.12	5.17	48.29
20-50 Ton	42.37	5.08	47.45	43.17	5.18	48.35	43.98	5.28	49.26
51-99 Ton	42.85	5.14	47.99	43.65	5.24	48.89	44.46	5.34	49.80
100-149 Ton	43.32	5.20	48.52	44.12	5.29	49.41	44.93	5.39	50.32
150-199 Ton	43.81	5.26	49.07	44.61	5.35	49.96	45.42	5.45	50.87
200-249 Ton	44.30	5.32	49.62	45.10	5.41	50.51	45.91	5.51	51.42
250-299 Ton	44.74	5.37	50.11	45.54	5.46	51.00	46.35	5.56	51.91
300-349 Ton	46.37	5.56	51.93	47.17	5.66	52.83	47.98	5.76	53.74
350-399 Ton	48.00	5.76	53.76	48.80	5.86	54.66	49.61	5.95	55.56
400-449 Ton	49.60	5.95	55.55	50.40	6.05	56.45	51.21	6.15	57.36
450-499 Ton	51.21	6.15	57.36	52.01	6.24	58.25	52.82	6.34	59.16
<b>Group #2 - Crane Operator Rates - Hydraulic</b>									
Under 20 Ton	40.45	4.85	45.30	41.25	4.95	46.20	42.06	5.05	47.11
20-50 Ton	41.33	4.96	46.29	42.13	5.06	47.19	42.94	5.15	48.09
51-99 Ton	41.80	5.02	46.82	42.60	5.11	47.71	43.41	5.21	48.62
100-149 Ton	42.29	5.07	47.36	43.09	5.17	48.26	43.90	5.27	49.17
150-199 Ton	42.77	5.13	47.90	43.57	5.23	48.80	44.38	5.33	49.71
200-249 Ton	43.57	5.23	48.80	44.37	5.32	49.69	45.18	5.42	50.60
250-299 Ton	44.37	5.32	49.69	45.17	5.42	50.59	45.98	5.52	51.50
300-349 Ton	45.97	5.52	51.49	46.77	5.61	52.38	47.58	5.71	53.29
350-399 Ton	47.54	5.70	53.24	48.34	5.80	54.14	49.15	5.90	55.05
400-449 Ton	49.14	5.90	55.04	49.94	5.99	55.93	50.75	6.09	56.84
450-499 Ton	50.73	6.09	56.82	51.53	6.18	57.71	52.34	6.28	58.62

## Schedule "A" (continued)

**EMPLOYER/EMPLOYEE CONTRIBUTIONS**

	May 1, 2016	May 1, 2017	Nov. 26, 2017	May 1, 2018
<b>Employer Contributions</b>				
Benefits Plan	2.50	2.60	2.60	2.70
Pension Plan ST	6.25	6.25	6.25	6.25
Pension Plan 1.5X	9.375	9.375	9.375	9.375
Pension Plan 2X	12.50	12.50	12.50	12.50
IUOETA Fund	0.72	0.72	0.72	0.72
Tool Allowance Fund	0.06	0.06	0.06	0.06
Rehabilitation Fund	0.02	0.02	0.02	0.02
Jurisdictional Assignment Plan Fund	0.01	0.01	0.01	0.01
OE Advancement Fund	0.17	0.17	0.17	0.17
CLR Contract Administration Fund <sup>1</sup>	0.00	0.13	0.13	0.13
Mobile Crane Owners Association Fund <sup>1,2</sup>	0.16	0.00	0.00	0.00
BCBCBTU Fund	0.01	0.01	0.05	0.05
D&A Policy	n/a	n/a	0.01	0.01
<b>Total Employer Contributions</b>	9.90	9.97	10.02	10.12
<b>Employee Deductions</b>				
Working Dues	0.87	0.89	0.89	0.90
BCBT 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
<b>Total Employee Deductions</b>	0.97	0.99	0.99	1.00
<b>Total Remittances</b>				
Total Remittance ST	10.87	10.96	11.01	11.12
Total Remittance 1.5X	14.00	14.085	14.135	14.245
Total Remittance 2X	17.12	17.21	17.26	17.37

<sup>1</sup> Prior to May 1, 2017, the CLR Contract Administration Fund (\$0.11) was combined with the Mobile Crane Owners Association Fund (\$0.05) for a total of (\$0.16) per hour.

<sup>2</sup> By notification from the CLR effective October 4, 2016 the contribution shall be reduced to zero.



**LETTER OF UNDERSTANDING #1**

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION  
OF BRITISH COLUMBIA

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

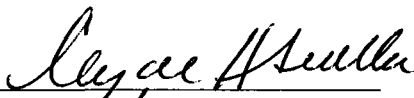

RE: **ALCOHOL & DRUG TESTING PROGRAM**


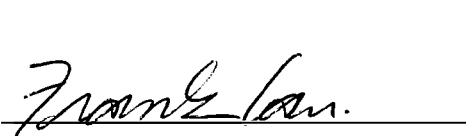
The parties agree to adopt for the purposes of this agreement, the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy developed by Construction Labour Relations Association of B.C. and the Bargaining Council of British Columbia Building Trades Unions.

Signed this 15<sup>TH</sup> day of November, 2018

CONSTRUCTION LABOUR RELATIONS  
ASSOCIATION OF BRITISH COLUMBIA

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

  
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### 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 September 27, 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 Ltd.
3. Ganotec West ULC
4. HBBC
5. Jacobs Industrial Services Ltd.
6. RKM Services Ltd.

The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016, shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

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

**DISTRICT #1**

4333 Ledger Avenue  
Burnaby, BC V5G 3T3  
Phone: 604-291-8831  
Toll Free: 1-888-486-3115

**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 8<sup>th</sup> Avenue  
Prince George, BC V2M 1N1  
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: 604-291-8831  
Toll Free: 1-888-486-3115

