

**PILE DRIVING, DIPPER, CLAMSHELL SOIL IMPROVEMENT AND RELATED WORK
AGREEMENT**

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

On its own behalf and on behalf of: Aecon Foundations, a Division of Aecon Construction Group Inc., Broadwater Industries (2011) Ltd., Fraser River Pile and Dredge (GP) Inc., Soletanche Bachy Canada Inc., Vancouver Pile Driving Ltd.

MAY 1, 2022 to APRIL 30, 2025

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AGREEMENT

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(hereinafter referred to as the "Union")

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

On its own behalf and on behalf of: Aecon Foundations, a Division of Aecon Construction Group Inc., Broadwater Industries (2011) Ltd., Fraser River Pile and Dredge (GP) Inc., Soletanche Bachy Canada Inc., Vancouver Pile Driving Ltd.

(hereinafter referred to as the "Employer")

ARTICLE 1: OBJECTS

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

This Agreement shall be in full force and effect from and including May 1, 2022 to and including April 30, 2025, 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, 2025, 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.

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 and shall be binding on the Employer and the Union and their respective successors and assigns.

Notwithstanding the foregoing, on that work covered by the Hydraulic Dredging Agreement and/or the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada, 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:

- (a) who employ members of the Union; or
- (b) who shall hire members of the Union in accordance with Article 9: Union Shop of this Agreement to perform any work falling within the jurisdiction of the Union on the work sub-contracted.

The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on the sub-contractor.

This Article shall not supersede Article 15.01: Jurisdiction of this Agreement.

3.03 Owner/Operators

For the purpose of this section, the following classifications are not recognized as owner/operators: heavy duty mechanics, welders, service truck operators and heavy duty greasers.

Where an owner/operator performs work for which they have been hired, or which they have sub-contracted, they shall, prior to commencing such work, be, or become a member of and obtain a clearance from the Union within whose jurisdiction the work is to be performed. They shall abide by all the provisions of this Agreement, and shall, when working beyond five (5) working days, be accorded all rights, benefits and privileges of this Agreement.

When the owner/operator works beyond five (5) working days, they shall thereafter become an Employee, and be paid wages in accordance with the hours of work and wage rates of this Agreement. (Such payment shall not include time spent in the repair, servicing or maintaining of their own equipment.)

Payment of wages shall be made separate to any other payments to which, for any reason, they will or may become entitled.

When the Employer rents equipment, the operators of such rented equipment shall be members of the Union.

It is agreed that the intent of this Article is to ensure the observance of its provisions for all persons performing work covered by this Agreement.

It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement, or depriving any Employee of employment.

ARTICLE 4: WAGES

4.01 Hourly Wage Rates

The Employer shall pay wages to every Employee covered by this Agreement at the rates set forth in Schedule "A" hereunto annexed in respect of the various classifications therein contained. Schedule "A" shall be deemed to be contained in, and form a part of, this Agreement.

4.02 Benefits Plan and Pension Plan

The Employer will make contributions for Benefits Plan and Pension Plans in such amounts and under such conditions as set forth in Schedule "A" forming part of this Agreement.

4.03 Annual Vacation and General Holiday Pay

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 four (4) weeks each year. Employees with ten (10) years of service or greater will be entitled to a vacation period of six (6) 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	First Monday in August (British Columbia Day)	Friday prior to Labour Day
Labour Day	National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and any day declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day, National Day for Truth and Reconciliation, Remembrance Day and Christmas Day except in case of emergency. All work performed on General Holidays shall be paid for at two (2) times the rate of pay.

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.

Canada Day is to be observed on July 1st. For those workers employed on out-of-town projects, if July 1st falls on Tuesday, Wednesday or Thursday, the holiday may be observed on the Monday prior; to be mutually agreed upon between the Union and Employer.

4.04 Payment of Wages

Employees shall be paid every Friday by direct deposit of all wages earned, to the Employee's bank account. Where the pay day falls on a statutory holiday, the Employee's pay will be deposited on Thursday. There shall not be more than five (5) working days holdback prior to date of payment provided that if a General Holiday falls on the regular pay day, payment will be made the preceding day. Exchange charges shall be added to the cheque or otherwise provided for by the Employer.

Expense claims will be processed within seven (7) days of the Employer receiving a completed expense claim form. Expense payments will be made in accordance with the Employer's reimbursement processes with the next available payment run. If expenses are added to an Employees pay they will be shown as a separate line item on the paystub.

In the event an Employer fails to pay wages in accordance with the foregoing provisions of this section, 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 Employer will provide a separate or detachable itemized statement with each pay period, showing the number of hours at straight time rate and at overtime rate, the wage rate, contributions and total deductions from the amount earned with a year to date total. It is further understood that itemized pay slips will be provided no later than the end of the shift on Friday and may be sent electronically to the Employee's e-mail address and/or printed out and hand-delivered. The Employer shall ensure the Employee(s) receive access to their pay slip.

When Employees are terminated, they shall be given sufficient notice to pick up their tools and personal effects before completion of their shift. Failing this, they shall be paid for one (1) hour at straight time to do so.

If terminated after leaving the job site, and it becomes necessary for them to return to pick up tools and personal effects, they shall be paid transportation and travel time as provided in Article 7: Transportation. Final pay will be deposited to the Employee's account within two working days following layoff.

An Employer may be required to deposit a twenty-five thousand dollar (\$25,000.00) bond for use in default of payment of wages and Employer and Employee contributions as listed in this Agreement.

4.05 Higher Wage Rates

Where an Employee works in a higher hourly wage classification they shall be paid the higher rate for a minimum of four (4) hours; if they work more than four (4) hours at the higher hourly wage classification, they shall be paid the higher rate for the entire shift.

4.06 Site Specific Training

The Employer shall pay the cost of any site specific training (including paying for the time to attend the course at straight time rates) they require an Employee to take before reporting to a specific job. It is agreed this Article shall not apply to any training which the Employee received prior to being dispatched to the specific job period.

This Article shall also apply to commencing any indocs/onboarding done before arriving to site.

4.07 Confined Space

When Employees are required to work inside hulls, scows or derricks that are not designated as a normal work area, and defined as a "confined space" by the Occupational Health & Safety Regulations, they will receive a premium of four dollars (\$4.00) per hour over and above their regular hourly rate. A two (2) hour minimum will apply. This premium will not apply when an Employee is required to inspect a scow or derrick and the time spent performing this duty takes less than one half (½) hour.

4.08 Pipes and Pipe Caissons

Employees required to work inside pipe piles and/or pipe caissons less than one and eighty-five hundredths (1.85) metres in diameter and more than six and fifteen hundredths (6.15) metres in depth will receive prevailing rates plus ten percent (10%). Other unique situations will be discussed between the Unions and the Employer.

4.09 Underground

On industrial projects, Employees required to work underground will receive prevailing rates plus ten percent (10%). This Article shall not apply to work performed within basements of buildings or open ditches.

ARTICLE 5: HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME

5.01 Hours of Work

Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 3:30 p.m. Five (5) days of eight (8) hours, i.e. forty (40) hours Monday through Friday, shall constitute a week's work at straight time rates of pay. The start of the work week shall be Monday 7:00 a.m.

On single shift operations, the regular hours shall be observed, except when varied to comply with government regulations when posted or where there is good reason for varying regular hours due to climatic or transportation conditions, subject to Agreement between the Employer and the Union.

The starting time and quitting time of all shifts shall be at the tool lock up or change room.

Employee(s) required to attend a safety meeting, perform pre-shift work, complete a Field Level Risk Assessment card prior to the start of their shift, will receive the prevailing overtime rate of pay.

5.02 Shifts and Shift Differential

Where additional shifts are not continued for five (5) consecutive days or more, or for the duration of the project, such additional shifts will be considered overtime and paid for at two (2) times the rate of pay. Where less than five (5) days are required for tide work the minimum number of days shall be three (3).

When three (3) shifts are required and continued in accordance with the paragraph above, eight (8) hours of work will constitute the second shift for which nine (9) hours will be paid. Eight (8) hours of work will constitute the third shift for which nine and one half (9½) hours will be paid.

All hours worked in excess of eight (8) hours on any shift will be paid for at overtime rates.

When two (2) shifts are required and continued in accordance with the paragraph above, eight (8) hours of work will constitute the second shift for which nine (9) hours will be paid.

All hours worked in excess of eight (8) hours will be paid for at overtime rates.

A shift commencing on one (1) day and continuing into the next day will be considered as work performed on the day on which the shift commences.

Shift differential on straight time days will be paid at straight time and on overtime days at the prevailing overtime rate.

On double shift operations when hours in excess of the regular number of shift hours are scheduled, the starting time of the second shift will be adjusted accordingly.

On double shift operations when more than fifty percent (50%) of the shift is worked during the third shift, then the third shift differential will apply to that shift.

When two (2) twelve (12) hour shifts are directly cross shifted covering the twenty-four (24) hours of the day, the first shift shall be paid one-half (½) hour shift differential and the second shift will be paid one (1) hour shift differential.

5.03 Multiple Shifting

For the purpose of establishing multiple shifts, the shift hours of work and starting times will be changed to reflect the following:

	<u>DOUBLE</u>	<u>TRIPLE</u>
First Shift	7:00 a.m. to 3:30 p.m.	7:00 a.m. to 3:30 p.m.
Second Shift	3:30 p.m. to 12:00 a.m.	3:30 p.m. to 11:30 p.m.
Third Shift		11:30 p.m. to 7:00 a.m.

Unless other arrangements are made by mutual consent between the Employer and the Union.

It is understood that the day shift must be worked and other shifts must be worked in conjunction.

Shift differentials are to apply.

When two shifts are required, they shall be rotated at least once every two (2) weeks.

When three shifts are worked, shift rotation shall be every week. Shift rotation shall be:

Days to Graveyard

Afternoons to Days

Graveyard to Afternoon

Where, for the purpose of utilizing daylight hours, it is agreed between the Employer and the Union to vary the starting time from 7:00 a.m. on a two shift operation each shift shall consist of eight (8) hours worked for which nine (9) hours shall be paid.

5.04 Variation in Shift Starting Time

The starting times for any shift may be varied by up to one (1) hour either side of the regular starting times. To establish this variance at straight time rates of pay, the work must provide for a minimum of five (5) consecutive shifts or the duration of the project, if shorter, (and may only be split by either Saturday and/or Sunday) otherwise overtime rates of pay will apply. A Mechanic required to perform maintenance on site will follow the same shift start time for the project unless the assignment is for a period of one (1) day.

5.05 Call Out Time

Where an Employee is called out for work at any time they shall be paid a minimum of:

- on regular shifts – eight (8) hours at the prevailing rate unless no work is performed and/or inclement weather prevents work commencing in which case they will be paid for four (4) hours. The Employee must be paid from the established shift start time, otherwise, two (2) times the rate of pay will apply unless the Employee arrives late due to their own reasons. The minimum will not apply to an Employee who elects to leave work early.
- on unscheduled overtime a minimum of four (4) hours at two (2) times the rate of pay. Employees paid under this provision will not revert to straight time pay until a break of ten (10) hours occurs. Where a request for unscheduled work comes within two (2) hours of an Employee's scheduled shift start time it will be considered pre-shift overtime.
- on scheduled overtime not connected to the regular shift four (4) hours at two (2) times the rate of pay.

provided however, that the Employee has reported to the job site in person in a competent condition to carry out their duties and providing adequate notice has not been given not to report for work. Adequate notice shall be construed as follows: where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone, cellphone or electronic messaging; where camps are maintained, one (1) hours' notice prior to starting time shall be given.

The Employer shall pay to every Employee covered by this Agreement who works at least the equivalent of eight (8) hours at straight time for each such shift, provided the Employee is available for work.

Where an Employee reports, at the request of their Employer, and performs work at overtime rates prior to their regular starting time, such time will be considered as overtime only and not considered in calculating their daily minimum's under this Article.

In all cases, add kilometers and travel time where applicable.

ARTICLE 6: OVERTIME

6.01 Shift overtime worked up to two (2) hours per day prior to shift start time or after an eight (8) hour shift, Monday through Friday, shall be paid at time and one half (1½X) and two times (2X) the rate of pay for all other hours.

All hours worked before 6:00 a.m. will be paid at two times (2X) the rate of pay.

Saturday may be worked for a minimum of eight (8) hours between 7:00 am and 3:30 pm or accepted variations and paid at time and one half (1½X).

Sundays or General Holidays will be paid at two times (2X) the rate of pay.

All other hours worked outside the regular hours or the accepted variations and outside the established shift hours, shall be considered overtime until a break of ten (10) hours occurs and will be paid for at the two times (2X) the rate of pay.

6.02 Overtime worked shall be computed daily in units of not less than thirty (30) minutes. For purposes of calculation, any portion of thirty (30) minutes worked shall be considered as thirty (30) minutes.

ARTICLE 7: TRANSPORTATION

7.01 Hiring and Termination

(a) 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, travelling time and a sleeper if night travel is necessary.

(b) 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.

(c) (i) 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 and travel time will be paid by the Employer.

(ii) If an Employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals, travelling time and a

sleeper if night travel is necessary, will be paid by the Employer. Travel time shall be paid in accordance with paragraph (e).

(d) Travel Pay and Travel Time - Minimum and Maximum

Subject to the same conditions as govern transportation, travel time will be paid to and from all out-of-town jobs. (Jobs on which the Employee does not return home daily). A minimum travel time will be paid to and from all out-of-town jobs (each way). A minimum of four (4) hours travel time will be paid to each Employee. When travel time exceeds four (4) hours, then actual hours to a maximum of twelve (12) will be paid in any twenty-four (24) hours. All travel time will be paid at straight time rates.

If an Employee is required to work on day of travel to or from an out-of-town job then:

- (i) the Employee will not receive less than eight (8) hours pay.
- (ii) any hours traveled during regular shift hours shall apply in calculating hours for shift guarantees.
- (iii) any time worked during regular shift hours will be paid at straight time rates; overtime shift premiums shall apply for any hours worked outside of regular shift hours.

The Employer may not require any Employee, other than in exceptional circumstances and with the Employee's agreement to:

- (i) travel before 5:00 a.m.
- (ii) travel after 12:00 midnight; or
- (iii) work and travel for a total of more than twelve (12) hours in a twenty-four (24) hour period. An Employee may elect to take room and board if the total of work and/or travel time exceeds twelve (12) hours in a twenty-four (24) hour period.

- (e) When an Operating Engineer is required to provide mechanic's tools, all costs of transporting such tools to and from the job will be borne by the Employer, subject to the same conditions as govern transportation.

The Employer will reimburse the Employee for baggage fees incurred, up to two checked bags of fifty (50) pounds each. Beyond the fifty (50) pounds the Employer will ship work related excess baggage upon request. This will also apply to periodic leaves.

- (f) If the Employer fails to provide work and requires an Employee to standby for more than two (2) consecutive shifts, the Employee at their option, shall be deemed to have been laid off, and the cost of return transportation, meals, and a sleeper, if night travel is necessary, and travel time shall be paid by the Employer.

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

- (g) Union members dispatched to jobs before jobs are ready will be paid waiting time at the regular rate of pay until the job starts, or have their return transportation paid.
- (h) When Employees are accommodated in a hotel, motel or similar or when Employees are required to travel on a private road, resource road or access road, the Employer will provide transportation from a designated marshalling point to the job site and return.

7.02 Periodic Leave

On "out of town" projects the Employer shall make a reasonable effort to provide leave every twenty-eight (28) days and shall provide leave at intervals not exceeding thirty (30) calendar days. The schedule of leaves is to be agreed at a pre-job meeting between the Union and the Employer.

This schedule of leaves is to be made available to the Employee prior to being dispatched or assigned to the project.

The Employer shall provide first class transportation and expenses to the point of departure and back to the job. If the interval exceeds twenty-eight (28) days, travel time shall be paid in accordance with paragraph 7.01 (d).

Employees required to work beyond thirty (30) calendar days shall receive two times (2X) the rate of pay for all hours worked beyond the thirty (30) days until the next periodic leave, unless a variation has been agreed at a pre-job meeting or by mutual consent between the Union and the Employer in special circumstances.

The phrase "out of town projects" contained in the Collective Agreement shall be defined as projects where an Employee's travel distance is prohibitive to returning home daily or on weekends. Projects of this nature will be discussed with the Union prior to the commencement of the job to establish turnaround provisions.

The extent of the leave shall be for a minimum of five (5) days to a maximum of seven (7) days or a number of days mutually agreed between the Union and the Employer's representative. If the leave includes a Statutory Holiday the extent of the leave shall be for a minimum of six (6) to a maximum of eight (8) days. The timing of the leave shall also be decided by mutual agreement. In no event will an Employee receive leave unless they actually return to their place of departure.

Employees qualifying for leave shall be returned to the transportation terminal nearest to the Employee's domicile except members from other locals or out of province Employees who shall be returned to the point of dispatch within the Province of British Columbia.

At Christmas shut-downs, all Employees will be paid return fare, provided they return to the job. In the case of Employees not returning to the job after the shutdown, the provisions of Article 7.01: Hiring and Termination will apply.

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

7.03 Out of Province Travel

The terms of this Agreement will apply to IUOE 115 Members working on jobs outside of British Columbia unless the Employer is signatory to a different IUOE Agreement in that Province or Territory. Travel time conditions will be negotiated at a pre-job meeting.

7.04 Daily Air Travel

If Employees are transported daily to work and return by airplane or other modes of flight, kilometres shall be paid to the point of departure in accordance with the Local Transportation Article and travel time shall be paid as part of the regular scheduled workday from the designated time of departure until return to the point of departure except for working hours.

7.05 Standby Pay – Out of Town Projects

Employees will be paid a eight (8) hours at straight time for each day of standby on a day they were otherwise scheduled to work unless the standby is as a result of weather.

7.06 Daily Boat Travel

When Employees are required to travel by boat beyond five (5) minutes each way, the Employee shall receive travel time at straight time rates for all time spent in travelling beyond the five (5) minutes. The time spent for boat travel may be determined at a pre-job meeting between the Employer and the Union.

Where an Employee is required to accompany a dredge or drill boat under tow, they will be paid for the regular hours of work as defined in Article 5.01: Hours of Work and at overtime rates where required to work outside of the regular hours.

It is illegal to travel outside any harbour on pile driving or tug boats, and Employees are subject to a fine for travelling thereon. Since a line drawn between Point Atkinson and Point Roberts is designated as the dividing line, all travel outside of that area shall be by passenger service.

7.07 Local

- (a) The Metro Vancouver Area is the area extending to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Delta, Surrey, Aldergrove to 264th Street, White Rock, Port Coquitlam and continuing in a direct line from the northern boundary of Coquitlam east to 240th (Albion).

Kilometers and travel time beyond the Metro Vancouver boundaries will be paid as follows: (amount per day)

North Side of Fraser River

Zone A	240th Street to McCallum Road (Silverdale)	\$18.63
Zone B	McCallum Road to Dewdney Bridge (Nicomen Island)	\$37.53
Zone C	Dewdney Bridge and East (48 to 120 Kilometers)	\$46.98

South Side of Fraser River

Zone A	264th Street to Gladwin Road (Abbotsford)	\$18.63
Zone B	Gladwin Road to the Sumas Canal	\$37.53
Zone C	Sumas Canal and East (48 to 120 kilometers)	\$46.98

North to Squamish

Zone A	Sunset Beach boundary to halfway to Porteau	\$ 4.05
Zone B	From above to Porteau	\$18.63
Zone C	Porteau to Murrin Park	\$37.53
Zone D	Murrin Park and North (48 to 120 kilometers)	\$46.98

(b) Payment for travelling to a job will be made to all members of the Union as follows:

KILOMETER CHART

Kilometer (or part thereof)	Vehicle Allowance	Travel Time Allowance	Kilometer (or part thereof)	Vehicle Allowance	Travel Time Allowance
1	\$ 0.50		25	\$ 12.30	\$ 7.45
2	\$ 1.01		26	\$ 12.77	\$ 8.15
3	\$ 1.51		27	\$ 13.25	\$ 8.85
4	\$ 2.01		28	\$ 13.72	\$ 9.56
5	\$ 2.52		29	\$ 14.19	\$ 10.26
6	\$ 3.02		30	\$ 14.66	\$ 10.96
7	\$ 3.52		31	\$ 15.14	\$ 11.66
8	\$ 4.03		32	\$ 15.61	\$ 12.36
9	\$ 4.53		33	\$ 16.08	\$ 13.07
10	\$ 5.03		34	\$ 16.55	\$ 13.77
11	\$ 5.54		35	\$ 17.02	\$ 14.47
12	\$ 6.04		36	\$ 17.50	\$ 15.17
13	\$ 6.54		37	\$ 17.97	\$ 15.88
14	\$ 7.05		38	\$ 18.44	\$ 16.58
15	\$ 7.55		39	\$ 18.91	\$ 17.28
16	\$ 8.05	\$ 1.13	40	\$ 19.38	\$ 17.98
17	\$ 8.53	\$ 1.83	41	\$ 19.86	\$ 18.68
18	\$ 9.00	\$ 2.53	42	\$ 20.33	\$ 19.39
19	\$ 9.47	\$ 3.24	43	\$ 20.80	\$ 20.09
20	\$ 9.94	\$ 3.94	44	\$ 21.27	\$ 20.79
21	\$ 10.41	\$ 4.64	45	\$ 21.75	\$ 21.49
22	\$ 10.89	\$ 5.34	46	\$ 22.22	\$ 22.19
23	\$ 11.36	\$ 6.05	47	\$ 22.69	\$ 22.90
24	\$ 11.83	\$ 6.75	48	\$ 23.16	\$ 23.60

(Driver of Company Vehicle - Travel Allowance starts 1st kilometer.)

The above chart indicates mileage one way to the job, i.e. 25th kilometer charge is nineteen dollars and seventy-five cents (\$19.75).

These amounts shall be paid to all Employees covered under this Agreement regardless of their place of residence.

In case of the Company providing transportation, travel time allowance only will be paid as indicated in the columns above. For the purpose of computing mileage, the most direct route from the closest point in the free zone to the job will be used and this for one way only. Transportation and travel allowance as stated above is for the return fare.

Beyond forty-eight (48) kilometers, an Employee may elect within a one hundred and twenty (120) kilometer limit to accept board and room as provided by the Company or to receive the equivalent amount for forty-eight (48) kilometers as per the Kilometer Chart for each day worked.

Should the Employee use their own mode of transportation to travel a portion of the distance to a job, their time shall be computed at the rate of two (2) minutes per kilometer in accordance with the table set out above.

Employees required to change locations within regular working hours will be paid as if working and if using their own vehicle, shall be paid in accordance with Canada Revenue Agency's annual reimbursement amount per kilometer to the location.

Should the Company move crews from one free zone to another Article 7.01: Hiring and Termination and Article 12: Room and Board shall apply.

Where an operator leaves their car in the Company yard, and has to leave their crane on the job site or vice versa, and has to return to the yard or vice versa, the Employee shall be paid travelling time at the prevailing rate for time required to return to their car. Where transportation is necessary, it shall be provided by the Employer.

When an Employer vehicle is used to transport Employees to and from jobs, it shall meet British Columbia vehicle safety standards and comply with WorkSafeBC Occupational Health and Safety regulations and Transport Canada Safety Standards. The passenger compartment shall be enclosed, heated with proper ventilation and fixed seats. There shall be no construction equipment or supplies placed in the passenger compartment while Employees are being transported. If an Employee is required to drive this vehicle, their travelling time shall be computed from the first kilometer, (seventy-one cents [71¢] per kilometer).

The vehicle driver shall also receive a minimum payment equivalent to twenty kilometers (20 km) upon submission of a properly completed daily Vehicle Pre-Trip inspection. This is in addition to the kilometers paid in the chart above.

An Employee required to drive or deliver a crummy or pilot car to or from an out-of-town job will be paid for all hours at straight time.

(c) **Camps, Hotels and Motels**

In hotel, motel and camp accommodation, there will be a fifteen (15) km free zone in order to facilitate single room accommodation or thirty (30) km free zone to facilitate single room accommodation with a kitchenette. Beyond the fifteen (15) or

thirty (30) km free zone, travel time will be paid one way at seventy-one cents (71¢) per km to a maximum of forty-six dollars and seventy-six cents (\$46.76).

Where camps are maintained and the distance to the work area exceeds three hundred and eight (308) meters from the camp, transportation to and from the work area will be provided in vehicles conforming to WorkSafeBC regulations.

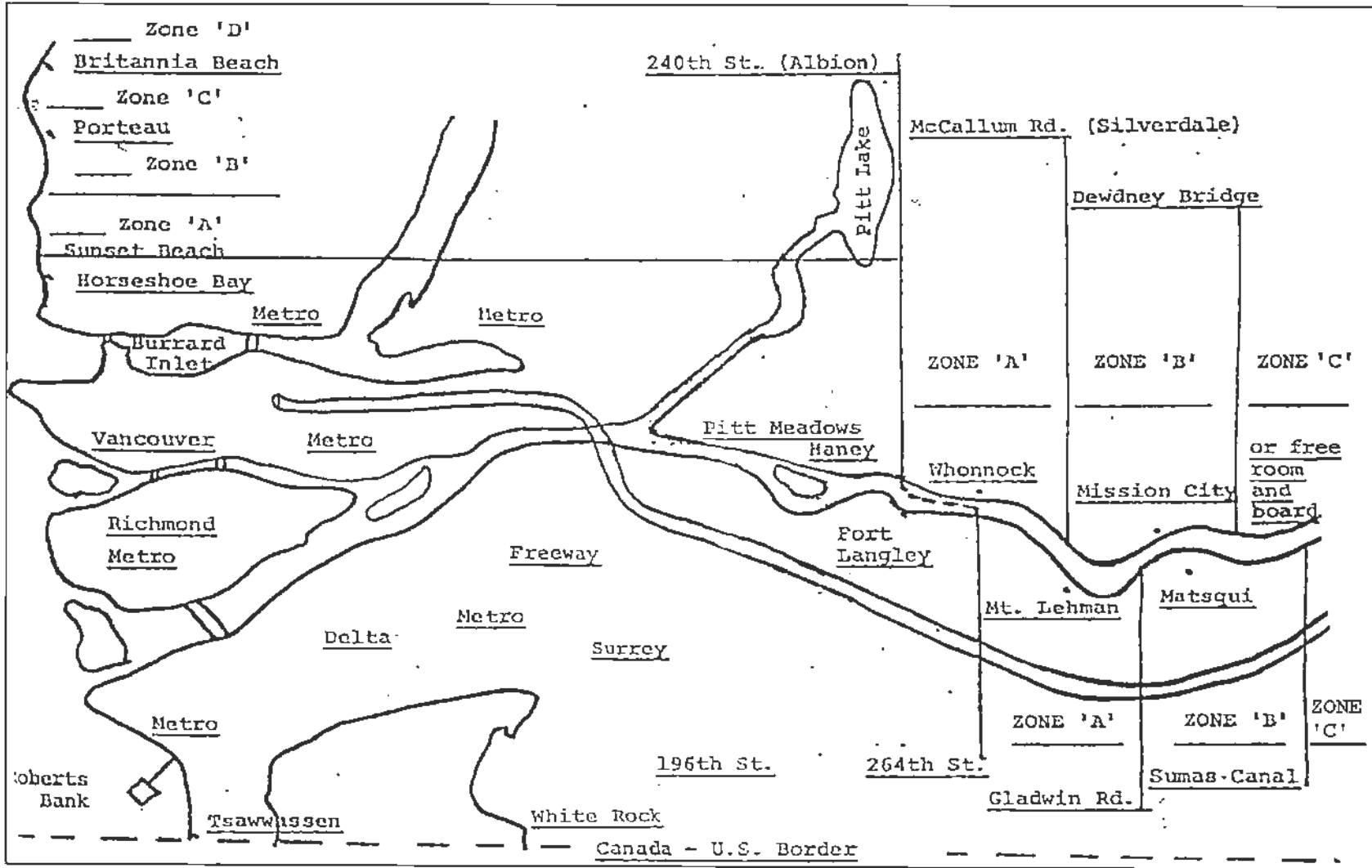
It is understood and agreed that time spent in travelling to and from the job site beyond the first three hundred and eight (308) meters will be paid for at the appropriate rates of pay.

(d) Projects – Free Zone

There will be a thirty (30) KM free zone around the projects excluding the Metro Vancouver Area. For local residents, kilometers will be paid from the boundary of the free zone around the project. Workers employed by any contractor within an identified free zone who resides outside of that same free zone will be paid according to the Kilometer Chart from the project to their residence less thirty (30) km. The project must be within the one hundred (100) km zone as outlined in Article 7.07 (e).

(e) Local Resident

A local resident will be defined as an Employee having resided at a permanent address within one hundred (100) km of the job for a period of not less than ninety (90) days prior to the commencement of the project.



ARTICLE 8: WORKING CONDITIONS

- 8.01 Lunch periods shall be taken at mid-shift subject to the paragraph below and/or as predetermined and agreed, for project specific reasons.

The lunch meal may be taken one-half (½) hour either side of mid-shift, e.g. shift of 7:00 am to 3:30 pm – mid shift is 11:00 am Lunch may be taken as early as 10:30 am and is to be consumed by 12:00 pm.

Where an Employee is required to work through this time period, such Employee shall be paid one-half (½) hour at the applicable overtime rate and shall be given reasonable time to consume their lunch. Such time shall be paid for as part of the daily overtime.

8.02 Rest Breaks

Two (2) breaks of ten (10) minutes each, but not more, will be allowed during the regular shift. Time of these breaks shall be mutually agreed upon and the entire crew may take the break simultaneously.

Where work is scheduled for a period of ten (10) hours, a third rest break will be taken at the end of the eighth (8th) hour.

If a crew is required to work after the regular shift in excess of ten (10) hours a hot meal will be provided by the Employer. There will be no loss of time to the Employees during this period and work will continue. If the Employer takes the Employees to a restaurant in lieu of the above, they shall not be considered working during that period. A fourth rest break will be taken after ten (10) hours and continue on that basis every two (2) hours.

Where it is impractical to have a hot meal, a meal allowance will be included on the next regular pay cheque. The meal allowance will be twenty-five dollars (\$25.00) or the maximum non-taxable amount allowable by CRA.

If the Employee continues to work after this lunch or meal, they will be provided with a hot meal at four (4) hour intervals thereafter on the same basis as provided above.

- 8.03 Employer supplied drinking water in sealed and approved sanitary bottles and containers shall be provided. Paper cups will be supplied upon request.

Where possible, hand washing water will be heated potable water to prevent the spread of communicable disease and promote a safe and healthy worksite. Hand soap, cleaner and sanitizer will be supplied.

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

- 8.05 Adequate time will be allowed prior to quitting time for pickup of tools.

- 8.06 Suitable all gender accommodations for meals and a place for Employees' tools and clothing will be provided by the Employer on all jobs. Such lock-up will have tables, benches, adequate lighting and ventilation and provision for continuous twenty-four (24)

hours per day heat for drying clothing. It will be kept clear of construction materials and equipment.

The Employer will make a reasonable effort to provide heated trailers with all gender flush toilets and heated water for hand washing to prevent the spread of communicable disease and promote a safe and healthy worksite. Where flush toilets are not available, all gender portable facilities must be provided with hand sanitizer.

- 8.07 In case of fire, burglary or marine wreck (as defined by the Insurance Act) on property or premises provided by the Employer, the Employer shall protect the value of an Employee's work clothes up to a total of twelve hundred dollars (\$1,200.00). The Employer will also provide insurance for the Employees' required tools to a total value of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer.

The Employer will supply the required forms and obtain the inventory from each Employee. The Employee will receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer. Where an Employee fails to file an inventory their rights to submit a claim shall be waived.

- 8.08 On pile driving work where the Employer has not appointed an Operating Engineer Foreperson, crane operators will come under the authority of the pile driving foreperson, and will be expected to take orders from this foreperson only.

- 8.09 When required by the Employer, the Employer will pay all costs of obtaining operators' licenses required under the Motor Vehicle Act for all Employees covered by this Agreement.

- 8.10 No Employee will be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interests of the Union.

- 8.11 All Employees who request coveralls will have these supplied by the Employer and replaced upon normal wear and tear. Mechanics will be supplied with rain gear by the Employer and replaced upon normal wear and tear. Employees are expected to take reasonable care of coveralls supplied. Shop crews only will have coveralls supplied and cleaned by the Employer. In the event that an Employee does not return the coveralls or rain gear supplied to them by the Employer, the Employer will deduct this cost from the Employee.

Essential protective clothing including welder's gloves, rigging gloves, rigging belts, CSA approved safety harnesses, chainsaw chaps, respirators, high visibility vests, protective vests or leather jackets and noise abatement devices shall be supplied at no charge to the Employee. The Employer will supply proper fitting personal protective equipment/coveralls for all gender workers.

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.

Life jackets, hard hats, suspensions for hard hats, welder's goggles, fire retardant coveralls for welders and magnifying glasses for welder's helmets will be provided by the Employer where necessary 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 the items to the Employer in reasonable condition, subject to normal wear and tear. The Employer

agrees to the replacement of glass and other reasonable repairs to welding helmets for damage occurring to the Employee's helmet while in the employ of the Employer.

8.12 Waterless hand cleaner will be supplied at all mechanical operations covered by this Collective Agreement.

8.13 When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping mechanic's tools. Tools shall be shipped within forty-eight (48) hours, (excluding weekends and holidays), of an Employee leaving their 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 their usual wages and all other conditions of this Agreement until there is compliance with these provisions.

8.14 It is agreed a telephone(s) will be made available to all Employees at all times for incoming or outgoing emergency purposes and that incoming messages will be relayed immediately. No Employee will be permitted to use a cell phone or smart phone for personal purposes during working hours, excluding rest and meal breaks, except in case of an emergency.

Job Stewards will be allowed to use a personal cell phone during working hours in a safe manner for work-related matters without discrimination.

8.15 While working on projects, the Employer will be responsible to provide parking for all Employees within a reasonable distance from the job site.

8.16 Lighting

Adequate lighting will be provided at night for all work locations.

8.17 Welder Retest

When Welder Employees require a retest, this will be done whenever possible during regular working hours. Where an Employee performs such retest on their periodic leave, they will be entitled to payment of four (4) hours at straight time upon successful completion of the test.

8.18 Employee Personal Work Clothing Fund

The Employer will pay twelve cents (\$0.12) per hour worked to each Employee for the purposes of purchasing Safety Boots or Prescription Safety Glasses. This payment will be identified as a separate item on the Employee's paystub.

8.19 Indemnity Clause

The Employer agrees that upon request from the Union, the Employer will provide information that confirms adequate insurance coverage for Employees covered by this Agreement while working within the scope of their employment.

ARTICLE 9: UNION SHOP

- 9.01 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" a former Employee who is a member in good standing, and having been regularly employed within the Pile Driving and Clamshell Industry, this request will be acknowledged by the Union, provided, however, the Union is first notified of the individual Employer's intention to "name request".

- 9.02 Hiring

When Employees, including Foreperson, are required only Union members having confirmation from the Union shall be hired.

Apprentices and trainees, as required, shall be hired through and in accordance with the Operating Engineers' (Local 115) Training Association as outlined in Article 14: Operating Engineers' (Local 115) Training Association 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.

When Union members are not available in British Columbia, then the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and tradesperson's qualifications.

Employees hired under this part shall have fourteen (14) days in which to make application for membership in 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 Employee not yet a member of the Union.

When an Employee suffers a compensable injury, they shall be entitled to re-employment with the Employer when the Employee receives a clearance to return to work from their doctor or WorkSafeBC, providing the project is still in operation and there is work in the Employee's classification; however, should the Employer refuse employment, the Union, at the request of the Employee, may request the Employer to provide reasons for refusing to rehire.

- 9.03 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 this Employee forthwith.

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

- 9.04 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of the Union members to work with non-union workers, or workers whose organization is not affiliated with the Building Trades Council, shall not be deemed a breach of this Agreement. The Employer involved will be given twenty-four (24) hours' notice, and there shall be no stoppage of work until such notice has expired.

- 9.05 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 Council of British Columbia or to work with or to receive from any person or firms who are considered unfair by any of the Building Trades Councils.

ARTICLE 10: LEAVES

10.01 All Leaves:

Any Employee who requests a Leave of Absence as referenced in the B.C. Employment Standards Act (ESA) will be granted such in accordance with the B.C. ESA.

Employees will be required to inform the Employer as soon as possible of any Leave the Employee is entitled to under the ESA. Where there is a Leave provided for in this Collective Agreement that is the same or of a similar nature to that found in the ESA, it is understood that any such Leave will be taken concurrently.

The Employer agrees to abide by the legislation where the Employer is required to continue any contributions and/or remittances to an Employee's Benefits as required by the ESA.

Members working on out-of-town jobs where room and board are provided, or where members return home daily, will be eligible for leave. Where such leave is taken on out-of-town jobs the member will receive only their fare both ways.

No Employee will be laid off or otherwise adversely affected in their employment because of such leave. When an Employee is able to return to work, the Employee will be employed without delay.

10.02 Bereavement Leave:

If an Employee suffers a death in the immediate family, they will be granted Bereavement Leave for three (3) days. One of these days will be paid eight (8) hours at straight-time rates. Immediate family is as defined in the Employment Standards Act.

Employees on vacation will be eligible for bereavement leave and pay.

ARTICLE 11: JOB STEWARDS

- 11.01 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, and the Employer shall be notified in writing. The job superintendent or foreperson shall be notified by the Union of the name or names of such job stewards and, in the event of a layoff or reduction in 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.
- 11.02 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.
- 11.03 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

foreperson; however, in no way will the Business Representative interfere with the Employees during working hours unless permission is granted.

- 11.04 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 12: ROOM AND BOARD

- 12.01 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 BC Construction Camp Rules and Regulations.

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

12.02 Free Room and Board or Living out Allowance

- (a) In areas where no camps are provided, the Employer will supply to every Employee covered by this Collective Agreement free room and board, living-out allowance (LOA) or Employer supplied single room accommodation plus a daily meal allowance, except those classified as bona fide local residents. The accommodations shall provide single room accommodations for each Employee.

Once an Employee has elected an option above, they shall only be entitled to change their option once during their time working on a project.

If circumstances require, an initial advance payment will be made available.

- (b) A Pre-Job meeting between the Employer and the Union shall be held prior to the commencement of the project, in order to arrive at a suitable arrangement for advance payment(s), out-of-town working schedule, accommodations and travelling time allowances.
- (c) Employer supplied single room accommodation plus a daily meal allowance based on seven (7) days per week. Including travel days but excluding periodic leave, at seventy dollars (\$70) per calendar day will be paid on the Employee's regular pay day.

Where no kitchenette is provided the daily meal allowance shall be seventy-five dollars (\$75). This amount shall increase five dollars (\$5.00) on May 1 of each subsequent calendar year of the Collective Agreement.

- (d) When no accommodation is provided a Living-out Allowance (LOA) on the basis of seven (7) days per week (excluding any periodic leaves) of one hundred and seventy-five (\$175.00) dollars per calendar day will be paid on the Employee's regular pay day.

This amount shall increase five (\$5) dollars on May 1st of each subsequent calendar year of the collective agreement.

- 12.03 No Employee shall accept any payment in lieu of free room and board in these areas except as provided for elsewhere in this Agreement.

12.04 Any Employee who is accommodated by the Employer in camps/motels/hotels may, on any weekend (including Statutory Holidays) vacate or check-out of such accommodation and the Employer will pay the Employee forty dollars (\$40.00) per day.

By mutual consent between the Employer and the Employee, in lieu of check-out, the Employer will pay reasonable travel expenses to and from the job site on weekends where no work is performed.

To qualify, the Employees must work the scheduled shift prior to the weekend and/or General Holiday and the scheduled shift after the weekend and/or General Holiday unless arrangements to the contrary are agreed upon between the Employee and the Employer.

ARTICLE 13: ACCIDENT PREVENTION

13.01 (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, Occupational Health and Safety Regulations, Employer Health and Safety Program. In the event an Employee, after reasonable warning, does not comply with the above, they shall be dismissed.

(b) It is understood and agreed by the parties that Employees have four (4) primary rights:

- The right to know about hazards in the workplace
- The right to participate in Employer sponsored safety activities
- The right to refuse unsafe work
- The right to not be discriminated against for exercising their rights

It shall not be considered a violation of this agreement should Employee(s) exercise any of these rights and no Employee shall be discharged for refusing to work under unsafe conditions.

(c) When an accident occurs to any worker on the job, the Employer representative must report the accident to the Union after proper safety protocol has been followed. The injured worker shall not receive less than eight (8) hours pay for the day they were injured.

13.02 Copies of the Occupational Health and Safety Committee minutes of meetings shall be forwarded to the respective Union Office upon request.

13.03 An injured Employee is required to participate in the Employer's Injury Management Program. An injured Employee will be rehired by their last Employer when they are deemed fit to return to work in a limited or full capacity based on the injured Employee's medical doctor's recommendation with any limitations imposed by Employee's doctor or WorkSafe BC.

ARTICLE 14: OPERATING ENGINEERS' (LOCAL 115) TRAINING ASSOCIATION

The Employer will make contributions as set forth in Schedule "A" per hour for each hour of work performed by each Employee covered by this Agreement to the Operating Engineers' (Local 115) Training Association.

The Operating Engineers' (Local 115) Training Association shall be used to 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 tradesperson's qualification test.

The Operating Engineers' (Local 115) Training Association will be administered by the Operating Engineers' (Local 115) Training Association Joint Apprenticeship Board established under the Operating Engineers' (Local 115) Training Association.

In the event any dispute arises over the required hours as provided by the Association for training trainees in non-designated trade classifications, the Employer shall have the right to appeal but the final decision shall be made by the Operating Engineers' (Local 115) Training Association Joint Apprenticeship Board.

The Employer shall notify the Administrator of the Operating Engineers' (Local 115) Training Association before the Employer discharges an apprentice or trainee in any trade classification.

ARTICLE 15: DISPUTES

15.01 Jurisdiction - BC Jurisdictional Work Assignments Plan

- (a) 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 rule(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 renegotiate such provision or provisions and all other provisions shall not be affected thereby.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) 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.
- (g) Jurisdictional Assignment Plan Fund
 - (i) One cent (\$0.01) 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.
 - (ii) 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.

15.02 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 thereof, 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:

- (a) The job steward or Business Representative of the Union shall first discuss the difference with the Foreperson, 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 Employees 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 Employees at any time.

The Employer shall only remain liable for the Benefits Plan and similar funds as provided for in this Agreement on behalf of the sub-contractor.

- (b) In the event that any grievance is not resolved between the Employer and the Union within twenty (20) days, it may be referred to a (mutually agreed to) single arbitrator. The fees and expenses of the single arbitrator shall be borne equally by the parties to the grievance.

15.03 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 General Holidays.

ARTICLE 16: 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 17: SAVINGS CLAUSE

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: WORKING DUES CHECKOFF

The hourly working dues shall be calculated at two percent (2%) of Front End Loader (over 5 yards) hourly wage rate as contained in this agreement (these amounts shall be calculated to the nearest penny) 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. Refer to Schedule "A" - Total Employer/Employee Contributions, for amounts and effective dates.

Each member 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.

ARTICLE 19: MECHANICS, SERVICEPERSON TOOL ALLOWANCE FUND

The Employer will make contributions 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 Tool Allowance Fund.

ARTICLE 20: CONSTRUCTION INDUSTRY REHABILITATION FUND

The Employer will make contributions at the rate set forth in Schedule "A" rate per hour for each hour for which wages are payable hereunder for each Employee covered by this Agreement to the Construction Industry Rehabilitation Fund (CIRP).

ARTICLE 21: OPERATING ENGINEERS' ADVANCEMENT FUND

The Employer will make contributions at the rate set forth in Schedule "A" of per hour for each hour for which wages are payable to each Employee covered by this Agreement to the Operating Engineers' Advancement Fund.

ARTICLE 22: BC DRUG AND ALCOHOL PROGRAM SOCIETY

The Employer will contribute at the rate set forth in Schedule "A" per hour worked to the BC Drug and Alcohol Society.

ARTICLE 23: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

23.01 The contributions and deductions referred to in Article 14, 15,18, 19, 20, 21, 22, and Schedule "A" - (8) – Benefits Plan and Pension Plans, shall be remitted monthly by cheque, or, upon receiving a written request from the Union, electronically in a format acceptable to the Union, 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' (Local 115) Training Association, the Jurisdictional Assignment Plan Fund, the Operating Engineers' Mechanics Tool Allowance Fund, the Construction Industry Rehabilitation Fund, the Operating Engineers' Advancement Fund, BC Drug and Alcohol Society 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.

23.02 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 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.

ARTICLE 24: TECHNOLOGICAL CHANGE

In the event the Employer proposes the introduction of equipment in its operations, requiring specialized training, the Employer agrees to give the first opportunity to Employees on the payroll employed under this Collective Agreement, to operate this equipment and/or train to operate the equipment. The Employer further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change.

The Employer agrees to work with the Union in order to arrange for training of Employees whose jobs no longer exist as a result of automation or a substantial change in job content, but whose tenure with the Employer entitles them to continued employment. Such Employees shall have the choice of taking the training provided or of accepting a lay off.

ARTICLE 25: RETROACTIVE PAY

It is agreed and understood that all retroactive pay shall be paid in full within thirty (30) days from date of signing.

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 26: ENABLING CLAUSE

When in the opinion of both parties it is deemed beneficial to the Employer and the Union members the terms and conditions of the Collective Agreement may be modified for work coming under the "Extent" Article. Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one project, for a type of work, for a specific area or for a specific period of time.

The parties will establish workable procedures for the drafting of such Letters of Understanding.


Any problems or disputes arising out of the interpretation of this Enabling Clause will be dealt with by the Enabling Committee.

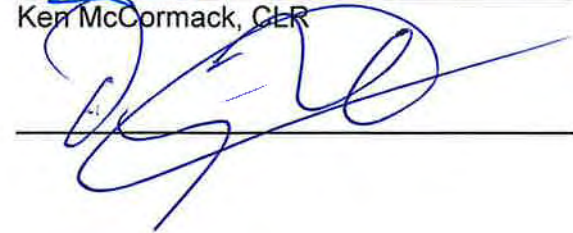
ARTICLE 27: JOINT LABOUR-MANAGEMENT COMMITTEE

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 4TH day of AUGUST, 2022.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC



Ken McCormack, CLR


INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 115



Frank Carr, Business Representative



John Munro, Business Representative

SCHEDULE "A": SPECIAL PROVISIONS AND WAGES

A.01 Foreperson

If the Employer works four (4) or more Employees in a permanent shop under the jurisdiction of the Operating Engineers, an Operating Engineers Foreperson shall be employed at ten percent (10%) per hour over the hourly rate of the highest Operating Engineers classification under their supervision.

When Operating Engineers Foreperson are required on other types of work, the Operating Engineers Foreperson shall be paid at ten percent (10%) per hour over the hourly rate of the highest Operating Engineers classification under their supervision.

When marine derrick crane operators perform any clamshell or soil densification work, or if they are required to work in a supervisory capacity they shall receive three dollars (\$3.00) per hour over their classification as a supervisory premium.

A.02 Apprentices

(a) Where the Employer employs more than four (4) but less than ten (10) Journeymen mechanics they shall employ at least one (1) Registered Apprentice. Where the Employer employs more than ten (10) Journeymen Mechanics, they shall employ at least two (2) Registered Apprentices.

Where the Employer employs more than four (4) but less than ten (10) Journeypersons Crane/Rotary Drill Operators the Employer shall employ at least one (1) Registered Crane and/or Rotary Drill Operator Apprentice/Trainee. Where the Employer employs more than ten (10) Journeypersons Crane/Rotary Drill Operators, the Employer shall employ at least two (2) Registered Crane and/or Rotary Drill Operator Apprentices/Trainees; and a ratio of one (1) to five (5) thereafter.

(b) All Operating Engineer Apprentices shall be hired through the Operating Engineers (Local 115) Training Association.

(c) The rate of pay for all apprentices shall be in accordance with any jointly administered plans of apprenticeship and upgrading. The rate of pay for all Crane and Rotary Drill Operator apprentice/trainees shall be paid a minimum of eighty-five percent (85%) of a Journeyperson's rate.

(d) Both parties agree to encourage and participate in the training of operators. Apprentice operators may replace, with the approval of the Union, deck engineers on marine rigs. Apprentice operators may replace, with the approval of the Union, utility operators on multi-rig land foundation projects. Regular Employees or Journeyperson crane operators shall not be displaced as a result of apprentice operators being used as utility operators. Apprentice operators will be employed wherever practical to provide all around training for the industry.

A.03 Tools

The Employer will furnish heavy duty and special tools; tools broken on the job shall be replaced by the Employer.

Tool List

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

A.04 Crews

(a) Land Work:

Crews on power shovels, drag lines, clamshells of two (2) cubic yard capacity and over, cranes of one hundred (100) ton capacity and over, trenching machines and excavators of one and one-half (1½) cubic yard capacity and over shall consist of a journeyman operator and an apprentice operator, except on pile driving work. It is recognized that the moving (driving) and servicing of the above equipment is the work of the Operating Engineers.

(b) Marine Work:

When cranes, drag lines, dipper dredges, clamshell dredges, backhoes or similar equipment falling under the jurisdiction of the Operating Engineers are mounted on a spud or deck winch scow, the minimum crew shall consist of:

- 1 journeyman operator
- 1 deck engineer

This crew article shall also apply to specialty marine pile driving rigs. Accepted loader operations are excluded.

The minimum crew for clamshell dredges six (6) cubic yards and over shall consist of:

- 1 journeyman operator
- 1 journeyman deck engineer
- 1 deck hand

The Union agrees that it will consider and not unreasonably deny requests by the Employer to delete the requirement for a deck hand on clamshell dredges of six (6) cubic yards and over when the third crew member is not required, such as side casting operations. It is also understood that the deck hand may be omitted when the six (6) cubic yard rig is used for construction work with a pile driving or erection crew.

(c) This crew article shall also apply if the Employer rents equipment or sub-contracts work to other firms who own and operate equipment coming under the jurisdiction of the Union as listed in the classifications contained in this Agreement.

The crews specified are understood to be the minimum crew. It is recognized that considerations of safety, reasonable work load, and other factors may require that a larger crew be employed, this to be mutually agreed at either a pre-job conference or at the request of the journeyman operator and such additional Employees required shall be Employees covered under this Agreement. Where possible, the use of apprentices for this purpose is expected.

A.05 Crewing-Clause

All equipment shall be crewed as provided in Schedule "A" and in addition to the crewing provisions therein contained, when an Operating Engineer requires assistance in addition to any that must be provided for, the Operating Engineer will be assisted by an Employee covered by this Agreement in accordance with accepted practices within the Pile Driving and Dredging Industry, or as may mutually be agreed between the Employer and the Union or journeyperson operator.

A.06 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.

A.07 Equipment Assembly, Repair

It is agreed that the assembling, dismantling, servicing and repairing of the Employer's construction equipment described in Schedule "A" or falling within the jurisdiction of the Operating Engineers will be performed by members of the Operating Engineers' Union.

A.08 Benefits Plan and Pension Plan

The Employer will make contributions at the rate set forth in Schedule "A" per hour for which wages are earned hereunder to each Employee within the scope of this Agreement to the Operating Engineers' Benefits Plan.

This contribution will be based on hours earned, i.e. double time = double contributions.

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

This contribution will be based on hours earned, i.e. double time = double contributions.

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, upon appointment (within 48 hours) and 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; and
- (d) such additional benefits as the Trustees of the Plan shall periodically determine.

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 interest of the Plan participants and beneficiaries reapportion those contributions received as provided for in the Schedule of Employer/Employee Contributions.

A.09 First Aid Attendants and Construction Safety Officers

Employees required to act as First Aid Attendants with a valid Level 1 Certificate will be paid twenty-five cents (\$0.25) per hour above their regular wage rate or with a valid Level 1 Certificate including Travel Endorsement fifty cents (\$0.50) per hour above their regular wage rate.

All Employees with a valid Level 2 Certificate will be paid seventy-five cents (\$0.75)/hr above their regular wage rate at all times.

Employees required to act as a Construction Safety Officer with a valid certificate will be paid fifty cents (\$0.50) per hour above their regular wage rate. Employees will only qualify for the premium payable to a Construction Safety Officer if the Employer they are currently working for did not pay the cost of the required training within the current work term.

All Employees with a valid Level 3 Certificate will be paid one dollar (\$1.00) above their regular wage rate at all times.

The Employer will pay eight hours at straight time for Employees taking and passing a Level 1 First Aid Course and will pay eight (8) hours at straight time to Employees taking and passing a Travel Endorsement Course. The Operating Engineers' (Local 115) Training Association will provide access to local 115 members for both the Level 1 Certification and the travel endorsement.

A.10 Substance Abuse Testing and Treatment Program Policy

The Parties agree to adopt the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy.

SCHEDULE OF CLASSIFICATIONS AND HOURLY WAGE RATES

CLASSIFICATIONS	May 1, 2022	Nov 1, 2022	May 1, 2023	May 1, 2024 *
Operator – (above 10 yards) – Deck Engineer required in dredging, Land Cranes greater than 350 ton	\$52.31	\$54.40	\$56.85	
Operator – (7 yards and up to 10 yards) – Deck Engineer required in dredging, Land Cranes greater than 275 ton	\$49.83	\$51.82	\$54.15	
Mechanics	\$49.08	\$51.04	\$53.34	
Operator (5 yards and up to 7 yards) – Deck Engineer required in dredging, Land Cranes greater than 175 ton	\$48.59	\$50.53	\$52.80	
Operator (3 yards and under 5 yards) – Deck Engineer required in dredging	\$48.04	\$49.96	\$52.21	
Gantry Crane, Land Cranes greater than 100 ton but less than or equal to 175 ton	\$48.04	\$49.96	\$52.21	
Operator – (under 3 yards) -Deck Engineer required in dredging, Land Cranes less than or equal to 100 ton	\$47.43	\$49.33	\$51.55	
Fixed Floating Pile Drivers – Skid Rigs (Hammerperson)	\$47.43	\$49.33	\$51.55	
Front End Loader (over 5 yards)	\$47.18	\$49.07	\$51.28	
Rotary Type Drill (Truck and Crawler Mounted)	\$47.18	\$49.07	\$51.28	
Welders	\$46.74	\$48.61	\$50.80	
Boat Operator (over 225 h.p.)	\$45.60	\$47.42	\$49.55	
Front End Loader (under 5 yards)	\$45.40	\$47.22	\$49.34	
Serviceperson & Utility Operator – Zoom Boom Forklift, Forklift, J Lift	\$44.97	\$46.77	\$48.87	
Boatman (up to 225 h.p.)	\$44.44	\$46.22	\$48.30	
Deck Engineer	\$41.25	\$42.90	\$44.83	
Front End Person and Assistant Driller	\$38.58	\$40.12	\$41.93	
Deck Hand	\$35.83	\$37.26	\$38.94	
Assistant	\$31.18	\$32.43	\$33.89	

Note: On all cranes over 500 tons, the hourly rate shall be increased by two cents (\$0.02) for each ton.

* May 1, 2024 Increase equal to the 2023 annual increase in the British Columbia All Items CPI plus one-half percent (0.5%).

1. All rated capacities referred to in the above schedule are maximum manufacturers' factory rating for struck capacity of the machine.
2. All boats operated, leased, chartered or owned by the Employer shall be operated by members of the International Union of Operating Engineers unless covered by a Collective Agreement with the Canadian Merchant Service Guild.

3. Where classifications not specified above are required, they shall be in accordance with the standard Heavy Construction Agreement as negotiated with the Construction Labour Relations Association of British Columbia and the appropriate rates for the said Agreement shall apply and conditions as outlined in this Agreement shall apply.

On heavy construction jobs where boat operators and deck hands are required to perform work relating to debris control and removal in navigable rivers and where the work performed may be that of flood control and where the work is not in conjunction with clamshell or dipper dredging operations, the above rates shall apply.

4. The union will make reasonable efforts to ensure all Employees dispatched under this Agreement hold the following certifications: training and certifications required for the position for which they are dispatched, Confined Space Awareness, Pleasure Craft Operator, Fall Protections, WHIMIS 2015, Aerial Boom Lift, Level 1 First Aid (or equivalent), SiteReady BC (or equivalent).
5. In the event that the Employer creates a new position, the Parties shall meet to discuss the inclusion of the position/classification in the Collective Agreement and the terms and conditions relative to that position. In the event there is no agreement, the matter will be referred to an arbitrator to review the position to determine the appropriate classification and rate of pay.

SCHEDULE OF TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS

	May 1, 2022	May 1, 2023	May 1, 2024
Benefits Plan	\$2.70	\$2.75	\$2.80
1.5x	\$4.05	\$4.13	\$4.20
2x	\$5.40	\$5.50	\$5.60
Pension Plan	\$8.25	\$8.50	\$8.75
1.5x	\$12.38	\$12.75	\$13.13
2x	\$16.50	\$17.00	\$17.50
Training Association Fund	\$0.68	\$0.78	\$0.88
Union Dues Check Off	\$0.98	\$1.03	TBD
Tool Allowance Fund	\$0.06	\$0.06	\$0.06
Construction Industry Rehabilitation Fund	\$0.04	\$0.04	\$0.04
Jurisdictional Assignment Fund	\$0.01	\$0.01	\$0.01
Operating Engineers' Advancement Fund	\$0.15	\$0.15	\$0.15
BC Drug and Alcohol Program Policy	\$0.01	\$0.01	\$0.01
TOTAL			
Straight Time Hours	\$12.88	\$13.33	TBD
Time and One-Half Hours	\$18.36	\$18.96	TBD
Double Time Hours	\$23.83	\$24.58	TBD

Note: Total Remittance for 2024 will be updated once the adjustment has been calculated and the final Union Dues Check Off number is known.

LETTER OF UNDERSTANDING #1

**PILE DRIVING, DIPPER, CLAMSHELL SOIL IMPROVEMENT AND RELATED WORK
AGREEMENT**

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115
AND:
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

On its own behalf and on behalf of: Aecon Foundations, a Division of Aecon Construction Group Inc., Broadwater Industries (2011) Ltd., Fraser River Pile and Dredge (GP) Inc., Soletanche Bachy Canada Inc., Vancouver Pile Driving Ltd.

RE: REST BREAKS

The Parties agree that for the duration of this Letter of Understanding the following two paragraphs shall replace the first two paragraphs of Article 8.02:


Two (2) breaks of ten (10) minutes each but not more shall be allowed during the regular shift. Time of these breaks shall be mutually agreed upon and the entire crew may take the break simultaneously. Where work is scheduled for a period of ten (10) hours, a third rest break will be taken at the end of eight (8) hours. On unscheduled overtime, Employees shall be entitled to a third break on the same basis as applies for scheduled overtime.

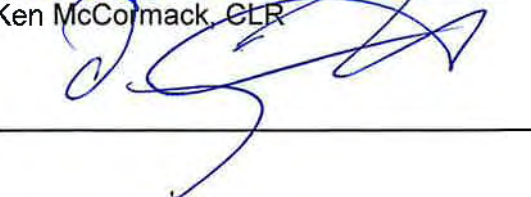
Subject to mutual agreement between the Employer and the Union, the Employer may combine the three ten (10) minute breaks and provide a single paid thirty (30) minute break. If the Employer elects to schedule a thirty (30) minute paid break then the thirty (30) minute lunch break in Article 8.02 shall be paid and the two (2) breaks shall be provided at approximately the 1/3 and 2/3 points in the shift. These breaks must be taken except during work that requires continuous operation and cannot be moved to the end of the shift without the prior agreement of the Business Representative. Agreement to combine these breaks shall not be unreasonably withheld.

This Letter of Understanding may be cancelled by either party providing ninety (90) days written notice of cancellation to the other party. In the event such notice is served this Letter of Understanding shall have no force and effect following the conclusion of the notice period.


Signed this 4TH day of AUGUST, 2022.

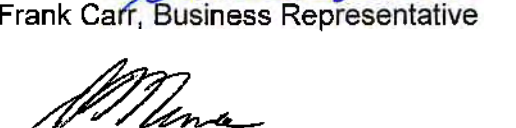
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC



Ken McCormack, CLR


INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 115



Frank Carr, Business Representative


John Munro, Business Representative

OFFICES OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

DISTRICT 1 (Head Office)

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

DISTRICT 2

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

1234 Wharf Street, Victoria, BC V8W 3H9 Phone: 250-385-0603

DISTRICT 3

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

DISTRICT 4 AND DISTRICT 5

Unit B, 3339 8th Avenue, Prince George, BC, V2M 1N1 Phone: 250-563-3669

DISTRICT 6

103 Centennial Square, Sparwood, BC, V0B 2G0 Phone: 250-425-2161

OPERATING ENGINEERS (LOCAL 115) TRAINING ASSOCIATION

4333 Ledger Avenue, Burnaby, BC, V5G 3T3 Phone: 604-299-7764

THE OPERATING ENGINEERS' BENEFITS PLAN

THE OPERATING ENGINEERS' PENSION PLAN

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

FC/ma ~~masp~~

2022-08-04 CLR5_Pile Driving Dipper Clamshell and Related Work Agreement_2022-2025 - Final Signing