IUOE LOCAL 115

HEAVY CONSTRUCTION STANDARD COMMERCIAL/INSTITUTIONAL AGREEMENT

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(the "Union")

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

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.
As interpreted by Arbitration Decision B.C.C.A.A.A. No. 164

(the "Employer")

(collectively, the "Parties")

May 1, 2026 to April 30, 2029

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ARTICLE 1: OBJECTS

1.01 The objects of this Collective 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 Collective Agreement, prevent strikes and lockouts, enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

ARTICLE 2: DURATION

2.01 This Collective Agreement shall be in full force and effect from and including May 1, 2026 to and including April 30, 2029 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Collective Agreement within four (4) months immediately preceding the date April 30, 2029, 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 Collective 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 Collective 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 Collective Agreement shall govern only commercial/institutional work which is within the work jurisdiction of the Operating Engineers and which is being performed in the province of British Columbia by bargaining unit members who are Employees of the Employer. Refer to Articles 3.01(a) through (d) inclusive, for important exceptions to and clarification of the foregoing.

(a) (i) Where an employer is bidding Industrial work in the Lower Mainland and deems it necessary to bid this work at terms less than the Industrial Agreement to be competitive with one (1) or more non-building trades signatory contractors bidding the work they will notify the Union as soon as possible during the bidding process. Where the Parties are not able to agree on enabled terms to make this bid competitive the terms of the C/I Agreement shall apply with the exception of whether employer contributions are calculated on Hours Earned which shall be in accordance with the Industrial Agreement. In addition, the "Alternate" Lower Mainland Industrial rates will apply to the work.

(ii) A new "Alternate" Lower Mainland Industrial Schedule (or equivalent letter) will be added to each C/I Agreement which will include the Employer

Contributions from the Industrial Agreement and hourly wage rates which are five percent (5%) higher than the C/I rates.

(b) Work covered by the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada shall be binding on the Employer and the Union, and their respective successors and assigns. It is understood that any Employer signatory to this Collective Agreement shall when doing work covered by the Mainline Pipeline Agreement, be bound to that Agreement along with the signatory Union.

(c) Work covered by the Collective Agreement between the Union and CLR for Structural Steel Erection or work covered by the Road Building Industry Standard Agreement or the Hydraulic Dredging Agreement or the Standard Piledriving, Dipper, Clamshell Dredging Agreement shall be performed under the conditions set out in the aforementioned agreements.

(d) All Employers signatory to this Collective Agreement whose primary business is "Crane Rental" shall be bound by the terms and conditions of the "Crane Rental Agreement".

3.02 Management Rights:

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

3.03 Sub-Contractors:

(a) The Employer may contract out work where:

(i) it does not possess the necessary facilities or equipment;

(ii) it does not have and/or cannot acquire the required workforce;

(iii) there is a joint bid on a project which requires the work be subcontracted to the other party of the bid;

(iv) it cannot compete in terms of costs on portions of the scope of work; and/or;

(v) the prime contractor requires the contractor to accept the lowest qualified tender price for all subcontracted work.

(b) Where the Employer anticipates that subcontracting circumstances may exist, they must:

(i) Notify the Union with as much notice as possible, but not less than seventy-two (72) hours before a bid closing deadline. It is agreed that this notice provision can be limited by unusual circumstances;

(ii) Allow the Union the opportunity to propose alternate contractors or other measures to encourage union bidders provided this does not impact timing of bid submission or work schedule;

(iii) Give timely notification to the union when engaging any subcontractor on jobs not captured by the foregoing.

(iv) Nothing in the foregoing waives the requirement that there will be no non-union subcontracting on Concert Properties Projects.

3.04 Owner-Operators:

(a) The expression "Owner-Operator" as used herein, shall mean any person who performs work within the jurisdiction of the Union for pay, remuneration, compensation or reward of any kind, except:

(i) a person who comes within the job classifications of heavy duty mechanic, welder, service truck operator, or heavy duty greaser;

(ii) a person who, with respect to the person, firm or corporation who or which provides their pay, remuneration, compensation or reward for such work, is in the relationship of servant to master;

(iii) a person who has been determined to be an "Employee" pursuant to the provisions of the Labour Relations Code of British Columbia.

(b) The Employer agrees that it will not, under any circumstances, engage an Owner-Operator to perform work for it unless and until the Owner-Operator, prior to the commencement of such work:

(i) proves to the Employer that they are a member in good standing of the Union, or;

(ii) obtains from the appropriate office of the Union for the area in which such work is to be performed, a clearance or permit to perform such work, and, in either case;

(iii) signs a written form of authorization, which shall be irrevocable during the period in which the Owner-Operator performs such work, authorizing and directing the Employer to deduct from the pay, remuneration, compensation or reward earned by the Owner-Operator the sum of:

- eleven dollars and eighty-one cents ($11.81)
- eleven dollars and ninety-four cents ($11.94) effective May 2, 2027
- twelve dollars and seven cents ($12.07) effective April 30, 2028
-

for each hour worked and for each hour of travel time, and to remit the same to the Union to be applied by the Union in the manner described in Article 3.04(c).

(iv) agrees that the Employer may withhold a reasonable sum pending presentation by the Owner-Operator of a *Workers Compensation Board of British Columbia (dba WorkSafeBC)* clearance letter pertaining to assessments.

(c) The Employer further agrees that it will deduct and remit to the Union the contribution rates outlined in Article 3.04(b)(iii) above for each hour worked and for each hour of travel time earned by the Owner-Operator, and the Union agrees that such remittances by the Employer shall be apportioned and applied on behalf of the Owner-Operator as contributions to the Operating Engineers' Benefits Plan, the Operating Engineers' Pension Plan, the International Union of Operating Engineers Local 115 Training Association (IUOETA), the Tool Allowance Fund, the British Columbia Building Trade Unions (BCBT) Fund, the Bargaining Council of British Columbia Building Trades Unions (BCBCBTU) Fund, the Jurisdictional Assignment Plan Fund, the OE Advancement Fund, the Construction Industry Rehabilitation Fund, the D&A Society, the Canadian Building Trades, and working dues checkoff.

(d) The total of such deductions made by the Employer in each month shall be remitted to the Union by the Employer not later than the fifteenth (15th) day of the following month and each such remittance shall be accompanied by an Operating Engineers' Benefits Plan form properly completed by the Employer. Such Benefits Plan form shall be provided for the Employer by the Union.

The method of deductions and remittances referred to above, shall be consistent with Article 26 (Method of Payment of Contributions and Deductions) of this Collective Agreement.

(e) The rate established between the Owner-Operator and the Employer shall include all of the benefits that are otherwise contained in this Collective Agreement. The Owner-Operator may become an Employee of the Employer and covered by this Collective Agreement.

(f) It is agreed that the provisions of Article 3.04 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 Collective Agreement or depriving any Employee of employment.

ARTICLE 4: WAGES

4.01 Hourly Wage Rates, Employer Contributions and Employee Deductions:

(a) The schedules of minimum straight time hourly wage rates as provided for within Schedules "A1" (Monetary Breakdown Inside Lower Mainland/Fraser Valley) and "A2" (Monetary Breakdown Outside Lower Mainland/Fraser Valley) attached shall apply to all work performed in accordance with this Collective Agreement with respect to equipment operators. The list of employee classifications and groups pursuant to such Schedules shall apply on commercial/institutional projects.

(b) The applicable monetary package provided for within Schedule "B" (Province Wide Conventional and Hydraulic Cranes) shall apply to all work performed by all

hydraulic and conventional crane operators. However, all other provisions of the IUOE Local 115 Heavy Construction Standard Commercial/Institutional Collective Agreement shall otherwise apply to all hydraulic and conventional crane operators on a commercial and/or institutional project(s).

(c) The schedules of Employer contributions and Employee deductions as provided for within Schedule "C" (Commercial Institutional Employer Contributions and Employee Deductions) shall apply to all work performed in accordance with this Collective Agreement. All Employer contributions shall be calculated on the basis of hours worked.

4.02 Benefits Plan and Pension Plan:

The Employer will make contributions to the Benefits Plan and Pension Plan in such amounts and under such conditions as are set forth in the Schedule forming part of this Collective Agreement.

Employer contributions to the Pension Plan will be pro-rated for Trainees/Apprentices based on the corresponding percentage of their classification.

For any Employee (a) continuing to work after the calendar year in which they turn seventy-one (71) or (b) continuing to work while receiving a pension under this Collective Agreement the Employer's contribution to the Pension Plan will be redirected by the Trustees to another fund.

4.03 Vacation and General Holidays:

Vacation and General Holiday pay shall be accrued at the rate of eight percent (8%) of gross earnings (four percent [4%] for annual vacation and four percent [4%] for General Holidays) and shall be paid to the Employee on each regular pay day.

Each Employee is entitled to a minimum vacation period of three (3) weeks each year. The vacation period will be arranged by mutual agreement between the Employees and the Employer.

The recognized General Holidays are: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday prior to British Columbia Day, British Columbia Day, Friday prior to Labour Day, Labour Day, National Day for Truth and Reconciliation Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day declared a public holiday by the Federal or Provincial Government. No Employee shall be required to work on Labour Day and/or Remembrance Day except for the preservation of life or property. All work performed on General Holidays shall be paid for at double time rates.

Notwithstanding the foregoing, the Friday prior to Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed. Refer to Article 5.05(c) for Compressed Work Week.

When Christmas and Boxing Days fall on Saturday and Sunday the following Monday and Tuesday will be observed.

4.04 Payment of Wages:

(a) The Employer shall at least every second Friday, pay to each Employee covered by this Collective Agreement all wages earned by that Employee to a day not more than seven (7) calendar days prior to the date of payment, provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.

(b) On projects where two (2) or more shifts are required, the second and third shifts shall be paid every second Thursday.

(c) Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Collective Agreement for the Employees to cease work until payment of wages or other arrangements are made.

(d) If a pay office is not established at the project concerned then arrangements may be made with the Employee. These arrangements shall include suitable financial arrangements to enable them to reach their point of hire, and in the event that such arrangements include an advance in cash, this shall be deducted from their final pay cheque.

(e) Where an Employee is not paid as per Article 4.04(g), such Employee shall be deemed to be still on the payroll of the Employer and shall receive their usual wages and all other conditions until there is compliance with the provisions or other arrangements are made between the Employer and the Union.

(f) The Employer will provide an itemized statement with each pay, showing the number of hours at straight time rates and at overtime rates, the wage and total deductions.

All wages are payable in Canadian dollars.

(g) Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically via secure Internet/email. In the event the Employer is unable to pay all monies which are owing to an Employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.

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

(i) One (1) hours' notice of termination will be given to each Employee by the Employer or one (1) hour's pay in lieu thereof. Heavy duty mechanics and

apprentice mechanics may utilize this hour to gather their tools and put them in shape for their next job.

4.05 Bonding Payroll Failures and Out-of-Province Firms:

(a) Before members are dispatched to any Employer who is not signatory to an Operating Engineers' Agreement, such Employer may be required to deposit a bond suitable to the Union, up to twenty-five thousand dollars ($25,000.00) for use in default of payment of wages, Benefits contributions, vacation pay, General Holiday pay, or any other contributions or payments provided by this Collective Agreement. When no longer required, such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

(b) Where there have been instances of payroll failures by the Employer, or principals or directors, to meet payroll requirements, the Union shall have the right to:

(i) inspect the Employer's payroll; and/or

(ii) require the posting of a suitable bond; and/or

(iii) require that payment of wages and other payroll requirements be by cash or certified cheque.

4.06 New Classifications:

As and when types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedule, the Employers' authorized representative shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude negotiations within thirty (30) days but in any event, the rate established shall be retroactive to the day notice in writing is given by either Party to commence negotiations.

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Article 15 (Grievances).

4.07 Multiple Classifications:

(a) When an Employee works in multiple classifications and/or on multiple pieces of equipment during any one (1) shift such Employee shall be paid for actual hours worked within each classification and/or on each piece of equipment. The Parties agree that actual hours worked shall be calculated to the nearest full hour.

(b) Where an Employee accepts work and the Employer does not deem the Employee competent for the work they were dispatched for, the Employer may offer the Employee work in a lower wage rate classification. The Employee may choose to accept the alternate work.

4.08 Change of Employee Classification:

If an Employee does not agree to accept work in a lower wage rate classification, such Employee shall accept a layoff, in writing, and the Employer shall process such layoff, on the basis of lack of work, effective the end of the Employee's shift.

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

5.01 Regular Hours:

(a) 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 shall constitute a week's work; i.e., Monday 7:00 a.m. to Friday 3:30 p.m.

Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the Employee(s) and Employer. When all Employees on the crew are sent home on the same day, they shall be provided the same opportunity to work Saturday at straight time, although each Employee shall retain the right to decline such opportunity.

(b) The start of the work week shall be Monday 7:00 a.m., except as provided below:

Flex Starting Time:

The Employer may vary the start time between the hours of 6:00 a.m. and 9:00 a.m.

The starting and stopping time of the Employees shall be from the designated lock-up at ground level or one (1) level either up or down from ground level.

When additional shifts are required, the hours of work shall be as outlined in Article 5.02.

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

(d) Employees required to attend a safety meeting, perform pre-shift work, or 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:

The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

5.03 Shift Premium:

The Employer shall pay a shift premium to any Employee who is employed on an afternoon or night shift. This premium shall not attract Vacation and Holiday pay and shall not be paid on any hour paid at overtime rates. The premium shall be adjusted for all

Apprentice/Trainee Employee classifications based on their percentage of the equivalent Journeyperson rate. Second and subsequent meal breaks shall not be considered hours worked.

Afternoon Shift — the premium shall be three dollars ($3.00) per hour worked on any shift which commences between 9:00 am and 7:29 pm.

Night Shift — the premium shall be three dollars ($3.00) per hour worked on any shift which commences between 7:30 pm and 12:00 am.

5.04 Shift Rotation:

Where two (2) or more shifts are required, they shall rotate every two (2) weeks where practical; i.e., it is not intended that rotation would apply where there is no counterpart or cross shift.

5.05 Compressed Work Week:

A compressed work week may be established by the Employer. The terms and conditions of such compressed work week shall be as follows and shall supersede any/all contrary provisions of the Collective Agreement.

(a) Hours of Work:

(i) Ten (10) straight time hours (7:00 a.m. to 5:30 p.m., inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.

(ii) Ten (10) straight time hours (5:30 p.m. to 4:00 a.m., inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.

(iii) Notwithstanding (i) and (ii), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

(b) Overtime:

(i) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half times (1½X) the otherwise applicable minimum straight time hourly wage rate.

(ii) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half times (1½X) the otherwise applicable minimum straight time hourly wage rate.

(iii) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and General Holidays, shall be payable at two times (2X) the otherwise applicable minimum straight time hourly wage rate.

(c) General Holidays:

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

5.06 Underground Shifts:

(a) Refer to Article 8.12 for Special Conditions which apply to Underground work. In particular, Employers are reminded that Underground shifts are payable "portal to portal" (i.e. both rest breaks and meal breaks are considered time worked).

(b) A ten percent (10%) premium shall be paid for working underground. If an Employee works any part of a half-shift underground, they shall be paid for that half-shift at ten percent (10%) higher rate. The lunch break will be the end of the first half-shift.

5.07 All work done outside of the hours mentioned in Articles 5.01, 5.02, 5.03, 5.05 and 5.06 above shall be considered overtime, except when working hours are changed to obey fire prevention regulations made under the *Forest Act*.

5.08 Call Out Time:

Where an Employee is called out for work, and no work is performed, they shall be paid four (4) hours except in the case of inclement weather, then they shall be paid only two (2) hours:

(a) on regular shifts at straight time;

(b) on Saturdays, Sundays and General Holidays at the prevailing overtime rates;

(c) where an Employee is called out for work at any time, and work is performed, they shall be paid a minimum of:

(i) on regular shifts four (4) hours at straight time;

(ii) on overtime days, four (4) hours at the prevailing overtime rates;

(iii) after the regular shift, Employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rates;

provided however, that the Employee has reported to the jobsite in person, in a competent condition to carry out their duties, and providing adequate notice has not been given not to report to work.

Adequate notice shall be construed as follows:

Employees accommodated in camp shall be given one (1) hours' notice prior to starting time. Employees accommodated other than in camp shall receive a minimum of two (2) hours' notice prior to starting time by telephone or pre-arranged radio broadcast or some other mutually acceptable means.

Each Employee shall provide the Employer with their telephone number where they may be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

The Employer shall only be required to pay an Employee covered by this Collective Agreement in accordance with the following. Such payment shall be processed at the otherwise prevailing straight time or overtime rate.

- Worked in excess of 4 hours but less than 6 hours: pay for 6 hours *
- Worked in excess of 6 hours: pay for 8 hours *
- Work suspended due to inclement weather: pay for actual hours worked

* In order to qualify for such payment the Employee must be available for work and in a competent condition to carry out their duties.

If the Employee works more than four (4) hours on a Saturday, Sunday, or General Holiday, they shall receive a minimum of eight (8) hours' pay at the prevailing overtime rates.

5.09 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 the Employee's daily minimums under this Article.

5.10 Pre-access Drug and Alcohol Testing

Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided they report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

5.11 Online Orientation/Indoctrination

Where an Employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the Employee will be compensated for time spent performing the orientation or indoctrination to a mutually

agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

ARTICLE 6: OVERTIME

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

The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half times (1½X) the otherwise applicable straight time hourly wage rate. The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half times (1½X) the otherwise applicable straight time hourly wage rate. All other overtime hours, including all hours worked on Sundays and General Holidays, shall be payable at two times (2X) the otherwise applicable straight time hourly wage rate.

Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the Employee(s) and Employer. Refer to Article 5.01 (a) for details.

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

ARTICLE 7: TRANSPORTATION

7.01 (a) The terms of daily travel, initial and terminal travel, and periodic leave/turnaround which shall apply to a non-local resident Employee on an out-of-town project shall be established on a project by project basis. Initial and terminal travel distance shall be calculated from the Employee's residence to the project via the most direct route.

(b) Such terms shall be mutually agreed upon, in writing, by the Employer and the non-local resident Employee prior to the commencement of travel.

(c) Employers are advised that if such mutual agreement, in writing, cannot be provided to the Union within one (1) week of request, the industrial standards, pursuant to the IUOE Local 115 Heavy Construction Standard Industrial Agreement, for daily travel and initial and terminal travel shall apply.

(d) Where a member is required to travel in excess of eight hundred (800) kilometres to an out-of-town project and they split their travel into two (2) days they will be reimbursed their actual costs for one (1) night accommodation plus meals up to the value of one days' LOA upon presentation of receipts (within five [5] days of arrival on site) to the Employer. This allowance shall be payable for both initial and terminal travel.

7.02 (a) When an Employee is required to provide mechanic's tools, all cost of transporting such tools to and from the job shall be borne by the Employer.

The Employer shall reimburse the Employee subject to presentation of receipts.

Where such Employee transports their mechanic's tools in their own personal vehicle and there are no receipts, the following shall apply:

- 0 to 500 km = one and one-half (1½) hours of straight time pay.
- Over 500 km = three (3) hours of straight time pay.

This applies to hiring and termination only.

(b) When a mechanic leaves the employ of the Employer, tools shall be shipped within thirty-six (36) hours, (excluding weekends and General Holidays).

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 Collective Agreement until there is compliance with these provisions.

7.03 If the Employer fails to provide work and requires an Employee to standby for more than two (2) consecutive working days in any work week, the Employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

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

7.04 When Employees are dispatched to jobs before jobs are ready, they will be paid waiting time at the regular rate until the job starts or have their return transportation paid.

7.05 When an indentured apprentice is required to fulfill the annual schooling portion of the Apprenticeship Program they shall receive fare as per Article 7 (Transportation).

7.06 Local Transportation:

No daily travel allowance shall be payable to any local resident Employee on any project located inside the Lower Mainland/Fraser Valley. A daily travel allowance, pursuant to the following schedule, shall be paid to any local resident Employee who uses their own vehicle to travel daily from their residence to a project located outside of the Lower Mainland/Fraser Valley. A local resident shall be defined as any Employee who resides within one hundred (100) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.

- First forty (40) road kilometres, each way, each day not applicable
- All additional road kilometres, each way, each day:

2026	seventy-three cents ($0.73) per road kilometre for the first five thousand (5,000) road kilometres and sixty-seven cents ($0.67) per road kilometre thereafter
All other years	As per CRA

The "per road kilometre" amount payable is subject to annual adjustments throughout the duration of the Collective Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by CRA shall be paid.

ARTICLE 8: WORKING CONDITIONS

8.01 Rest Breaks and Meal Breaks:

(a) A one-half (½) hour unpaid meal break shall be at mid-shift. This meal break may be varied by the Employer one-half (½) hour either side of mid shift (e.g. shift of 7:00 a.m. to 3:30 p.m. the meal break may be taken as early as 10:30 a.m. and must conclude no later than 12:00 p.m.).

(b) Two (2) breaks of ten (10) minutes each shall be taken in a work shift at a location determined by mutual agreement between the Employer and the Union. Time of the first break shall be at one-quarter (¼) of the work shift; the second break shall be at three- quarters (¾) of the work shift or as near these periods as possible.

(c) On scheduled shifts of ten (10) hours, the Employee will be given one (1) fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one (1) fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the timing of either rest break on one (1) or more days.

(d) Where an Employee is required to work through the regular established lunch period, such Employee shall be paid the applicable overtime rate, and shall be given reasonable time of not less than fifteen (15) minutes, nor more than one-half (½) hour to consume their lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

(e) Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the beginning of ten (10) hours, to be paid at straight time rates.

(f) Provision of Meals on Overtime:

When Employees are required to work extended daily hours in excess of ten (10) hours, the Employer shall be required to provide a hot meal at no cost to the Employees, for those involved. If an Employer is unable to provide a hot meal as required on a shift in excess of ten (10) hours, the Employee shall be paid twenty-three dollars ($23.00), or the amount specified by CRA as reasonable for an overtime meal allowance, in lieu thereof. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (½) hour (payable at straight time) and this break shall occur not more than six (6) hours after the last meal time.

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

(g) It is agreed that no Employee shall be deprived of an overtime meal by reason of working overtime, where the Employer is providing room and board.

8.02 Essential protective clothing including 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.

8.03 The Employer shall supply clean flush toilets, wash up facilities with hot and cold running water, soap, and hand cleaner in accordance with OHS Regulations. The Employer shall supply clean flush toilets, wash up facilities with hot and cold running water, soap, and hand cleaner in accordance with OHS Regulations.

8.04 Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months.

8.05 (a) A lock-up shall be provided for Employees for drying clothes, and dressing room, as well as lunch room. The lock-up shall have tables, and benches with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia. Additional shelters shall be provided for Employees to eat their lunch as may be required.

(b) The Employer shall provide a suitable heated (and air conditioned in summer months) lunchroom, vented where practical, and facilities for Employees to change and dry clothing. The lunchroom shall not be used as a place to store tools, equipment and/or materials. The Employer shall provide a Notice Board for the Union to post information. The Employer shall provide microwave(s) and refrigerator(s) appropriate for the size of the crew.

8.06 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.

8.07 The Employer shall pay all costs of obtaining operators' licenses required under the Motor Vehicle Act for Employees covered by this Collective Agreement.

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

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

8.10 All mechanics, welders, servicepeople, tire servicepeople, drill doctors, steel sharpeners, bodypeople, painters, and mechanic and welder apprentices who request coveralls shall have these supplied and cleaned by the Employer. Employees are expected to take

reasonable care of coveralls supplied. The cost of the coveralls shall be borne by the Employer.

When requested, coveralls shall be supplied to Operating Engineers on a temporary basis when they are directed to assist those worker classifications in this Article.

8.11 All shops shall provide adequate wash up facilities.

8.12 Special Conditions – Underground Work:

(a) A minimum of ten (10) minutes' smoke time will be determined by the conditions which exist at the particular time of blasting - weather, wind, ventilation, etc. After blasting operations, work will be resumed at the discretion of the Shift Boss. Any grievance arising from smoke clearing time will be referred to a Grievance Committee equally representative of labour and management. If necessary, consultation will be held with the person or committee responsible for safety.

(b) Rubber boots, rubber clothing and rubber gloves will be issued by the Employer on a charge-out basis, and the cost of same will be deducted from the Employee's wages. When returned to the Employer's stores in reasonable condition on termination, the Employee will be refunded the amount of the original deduction.

(c) When replacement of rubber clothing, rubber boots and rubber gloves are required due to excessive wear or accident, the Employer will supply same to Employees at no additional cost.

(d) Safety headgear and suspensions will be issued to the Employee, the cost of which will be deducted from the Employee's first full pay cheque. If and when the hard hat is turned in, the cost of the hat will be refunded.

(e) On underground operations, lunch will be eaten on the Employer's time.

(f) Heated dry rooms complete with shower will be provided as close to the portal as possible.

(g) All shifts shall consist of eight (8) hours portal to portal. Shift premiums shall apply pursuant to Article 5.03.

(h) It is agreed that where more than one (1) shift is employed, they shall be rotated at intervals of at least every two (2) weeks, and not more than once a week.

(i) Where camps are maintained on tunnels, shafts and raise work, the Employer agrees to supply hot soup at the lunch break.

(j) The Employer agrees that it will not be considered a violation of working conditions for Employees to drink coffee no more than twice in a working shift at their own station. The Employer will supply sufficient coffee at the lunch break to allow a worker to fill their thermos at the lunch break, as well as receive lunch period coffee.

8.13 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 except for the Steward (while doing business as steward) 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.

8.14 No employee shall be required to install any app on their personal phone as a condition of employment.

8.15 Workplace Injury

In the event an Employee suffers a workplace injury which requires treatment at a location other than the workplace, the Employer will ensure that the Employee is transported to the treatment location in a manner appropriate to the nature of the injury. In addition, the Employer is responsible to return the Employee either to the workplace to collect their personal vehicle or to their accommodation (home if working in town or current accommodation if working out of town) at the conclusion of the medical treatment. The Employee will be paid until the end of their scheduled shift.

ARTICLE 9: UNION SHOP

9.01 Subject to the provisions of this Article, all Employees of the Employer engaged in and/or working at those classifications set out in Schedules "A1" and "A2" attached hereto shall be or shall become members in good standing of the Union.

9.02 Name Requests:

(a) There shall be no restrictions/limitations on the Employer's right to hire via name request, and the Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work. Notwithstanding the foregoing, if such right is exercised, the Employer shall provide the Union with a letter or email outlining the reason(s) an individual was not suitable, upon receiving a written request from the Union to do so.

(b) The Union shall process an Employer's "name request" hiring of a Union member provided the Union is first notified of the Employer's intention to name request such member and provided the member is "booked in" as available for work with the Union. Any Employee who subsequently quits working for an Employer after having been name requested by such Employer shall not be eligible to be re-employed on the same project. In order to qualify for a name request, a Union member must attend the nearest Union dispatch office prior to commencing work in order to receive a clearance upon dispatch.

9.03 Hiring:

Notwithstanding any/all contrary application and/or interpretation of this Collective Agreement, after there are two (2) operating engineers cleared through the dispatch system to a specific commercial/institutional project, the Employer may exercise the option to obtain Employees elsewhere, it being understood that Employees so hired shall meet

the Union qualifications and shall possess the skills, ability and expertise to perform the available work.

(a) When Employees, including Forepersons, 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.

(b) 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 *Workers Compensation Board of British Columbia (dba WorkSafeBC)* provisions and in the event of an accident and a claim by the Employee or the said Employees is denied by *Workers Compensation Board of British Columbia (dba WorkSafeBC)*, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by *Workers Compensation Board of British Columbia (dba WorkSafeBC).*

(c) Owner-Operators shall be hired in accordance with Article 3.04 of this Collective Agreement.

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.

(d) Apprentices and trainees as required shall be hired through and in accordance with the IUOETA as outlined in Article 19 (International Union of Operating Engineers Training Association) of this Collective Agreement.

(e) 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 tradesperson's qualifications.

(f) 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 Employee not yet a member of the Union.

(g) 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 *Workers Compensation Board of British Columbia (dba*

WorkSafeBC), providing the project is still in operation and there is work in their classification.

(h) There shall be no restrictions/limitations on the Employer's right to transfer Employees from one (1) project to another throughout the province. When a non-local resident Employees is transferred between two (2) out-of-town projects, the rate per road kilometre will be as follows:

2026	seventy-three cents ($0.73) per road kilometre for the first five thousand (5,000) road kilometres and sixty-seven cents ($0.67) per road kilometre thereafter
All other years	as per CRA

This shall be paid to the non-local resident Employee from their residence to the first project as an initial travel allowance, and from the first project to the second project, one (1) way, and from the second project back to their residence as a terminal travel allowance.

The "per road kilometre" amount payable is subject to annual adjustments throughout the duration of the Collective Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by CRA shall be paid.

9.04 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.

9.05 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of 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 Collective Agreement.

Articles 9.05(a) and (b) shall supersede any/all contrary application of this Collective Agreement.

(a) The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.

(b) Where an Employer performs work on such a project site, regardless of whether the Employer is a subcontractor or merely working on the same site, the Union shall not exercise its non-affiliation clause or refuse to work on such project.

9.06 It shall not be a violation of this Collective Agreement or cause for dismissal for an Employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Building Trades Councils of British Columbia, or to work with or

to receive from any persons or firms who are considered unfair by any of the said Building Trades Councils.

9.07 It is agreed that the Parties to this specific Collective Agreement including CLR, its member contractors and the specific Employer of this Collective Agreement shall co-operate in the support in every way the institution at the initiative of the Union, of multi-employer certification in accordance with the *Labour Relations Code* of British Columbia.

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

9.08 Layoffs

(a) Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate Employees in the following order:

(i) Applicant Members or Members working on permit from another union

(ii) Travel Members from other locals of International Union of Operating Engineers

(iii) Members of the Union

(b) Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

ARTICLE 10: JOB STEWARDS

10.01 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 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.

10.02 Where projects are interrupted, Job Stewards will not be discriminated against on the resumption of work on the project.

10.03 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.

10.04 Business Representatives shall have access to all jobs covered by this Collective Agreement in the carrying out of their regular duties, after first notifying the Employer, Superintendent or Foreperson; however, in no way will they interfere with the Employees during working hours unless permission is granted.

10.05 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 11: UNION REPRESENTATION

11.01 An Employee has the right to have a Union representative of the Union present either in person or via telephone/online at any meeting where disciplinary action is being taken. The Employee and a Union representative will be advised in advance of the meeting if such is the case. Where the Employee elects to not have a Union representative present, the absence of a Union representative of the Union shall not, on its own, affect the Employer's right to discipline the Employee.

If during an investigation meeting the Employer believes that discipline may result from the investigation, the meeting will cease and the Employee will be given access to a Union representative.

ARTICLE 12: ROOM AND BOARD

12.01 When a non-local resident Employee is employed on an out-of-town project, the Employer shall supply an "employer supplied room plus daily meal allowance" or, with the mutual agreement of such Employee, shall pay a daily "living out allowance" in lieu thereof.

Such terms shall be mutually agreed upon, in writing, by the Employer and the non-local resident Employee prior to the commencement of work.

Employers are advised that if such mutual agreement, in writing, cannot be provided to the Union within one (1) week of request, the industrial standards, pursuant to the IUOE Local 115 Heavy Construction Standard Industrial Agreement, for room and board shall apply.

A local resident is someone who has resided at a permanent address for a period of forty-five (45) calendar days in any city, town, village or district where the work is being performed.

12.02 Change in Accommodation:

Where an employee is living in accommodation provided by the Employer and is required by the Employer or the accommodation provider to change rooms outside of working hours, the employee will be paid two (2) hours at straight time to make such move. The Employer reserves the right to have the employee move during working hours in lieu of making this payment.

ARTICLE 13: ACCIDENT PREVENTION

13.01 It is understood and agreed that the Parties to this Collective 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 Collective 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 *Workers Compensation Board of British*

Columbia (dba WorkSafeBC) regulations or posted Employer safety regulations, after being duly warned, will be sufficient cause for dismissal.

13.02 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. The Employee may not be ordered to operate said vehicle or equipment until they have been satisfied any defects have been corrected.

13.03 The Employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear. The Employer shall provide, at no cost to the Employee, safety headgear and all other items of personal protective equipment required pursuant to *Workers Compensation Board of British Columbia (dba WorkSafeBC)* regulations. All safety equipment and clothing that is provided by the Employer under this Collective Agreement will be correct fitting for every individual body type, size and gender when available. The Employer may deduct the cost of Employer supplied personal protective equipment from an Employee's pay cheque if such equipment is not returned. Any refusal by an Employee to abide by known *Workers Compensation Board of British Columbia (dba WorkSafeBC)* regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.

13.04 The Head Job Steward, or where there is a Safety Committee, a Union Representative of this Committee, shall accompany the *Workers Compensation Board of British Columbia (dba WorkSafeBC)* Inspector on all project inspections.

13.05 Copies of the minutes of Safety Meetings shall be forwarded promptly each month to the Union Office.

13.06 The Employer shall notify the Union and shall endeavour to notify the Employee's family in the event of a fatality.

ARTICLE 14: JURISDICTIONAL ASSIGNMENT PLAN

14.01 The Employer shall contribute one cent ($0.01) per hour worked to the Jurisdictional Assignment Plan Fund (JAplan) in the manner set forth in Article 25 (Method Of Payment of Contributions and Deductions). The JAplan, as agreed to between the BCBT and CLR, shall be binding upon the Parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAplan, 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 LRB, 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.

ARTICLE 15: GRIEVANCES

15.01 Any differences arising between the Parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any difference arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided:

Step 1: The employee involved, preferably with the Job Steward or Business Representative of the Union, will first take up the matter with their Foreperson or supervisor directly in charge of the work within ten (10) business days of the date the employee knew, or ought to have known, about the alleged violation. Any grievance regarding the discharge of an employee may be filed at Step 2.

Step 2: Failing resolution at Step 1, the matter may be referred to Step 2 no later than ten (10) business days following the meeting in Step 1. Once advanced, Union representatives and the Employer's representatives will discuss and, if possible, settle the matter.

Step 3: Failing resolution at Step 2, the matter may be referred to Step 3 no later than ten (10) business days following the meeting in Step 2. To advance a matter to Step 3, the grievance must be set out in writing by the grieving Party and referred to the other Party. Once a matter is advanced to Step 3 the Parties will meet to discuss the matter and the respondent to the grievance shall respond in writing within five (5) business days.

Step 4: Failing resolution at Step 3 or failure to provide a written response, the matter may be referred to arbitration by a single Arbitrator no later than ten (10) business days following the response from Step 3. In the event the Parties are unable to mutually agree on an Arbitrator they will apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator. The Arbitrator must hear and determine the difference and issue a decision, which is final and binding on the Parties affected by it. Each Party will pay its own costs and one-half of the compensation and expenses of the Arbitrator.

15.02 The timelines described above do not apply to a failure to pay amounts due to funds specified in this Collective Agreement or to remit deductions from employees provided in this Collective Agreement. The Employer only remains liable for benefits and similar funds provided for in this Collective Agreement on behalf of a sub-contractor for a period of forty (40) days after the completion of the sub-contract.

15.03 The timelines described above will be strictly adhered to and may be extended only with the mutual agreement between the Parties.

15.04 The Union will notify CLR of any grievances filed against any Signatory Contractor that has been advanced to arbitration.

ARTICLE 16: PUBLIC RELATIONS

16.01 The Parties to this Collective 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: DUES

17.01 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.

17.02 Working Dues Checkoff:

(a) The hourly working dues shall be calculated at two percent (2.0%) of the Group 2 hourly wage rate, plus fifteen cents ($0.15) per hour worked, 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). The fifteen cents ($0.15) per hour worked shall consist of ten cents ($0.10) per hour worked for the BCBT Fund, plus one cent ($0.01) per hour worked for the Canadian Building Trades Fund plus four cents ($0.04) for the Construction Industry Rehabilitation Plan).

(b) Refer to Schedule "C": Employer Contributions and Employee Deductions 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.

ARTICLE 18: BARGAINING COUNCIL OF BRITISH COLUMBIA BUILDING TRADE UNIONS (BCBCBTU) FUNDING

18.01 The Employer shall make contributions to the BCBCBTU of five cents ($0.05) per hour worked. This provision will continue as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

ARTICLE 19: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115 TRAINING ASSOCIATION (IUOETA)

19.01 The Employer shall make contributions in the amount found in Schedule “C” (Commercial Institutional Employer Contributions and Employee Deductions) per hour worked by each Employee covered by this Collective Agreement to the IUOETA.

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 tradesperson's qualification test.

The IUOETA will be administered by the IUOETA Joint 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 Joint Board.

The Employer shall notify the Administrator of the IUOETA Joint Board before it discharges an Apprentice or Trainee in any trade classification.

19.02 Provisional Designation:

Where an employee is employed by an Employer under a BC Crane Operator – Provisional designation they must work in accordance with the requirements established by *WorkSafeBC* and *SkilledTradesBC.* In addition, the Employer and employee will meet the following conditions.

(a) The Employer will notify the IUOETA prior to the employee commencing work.

(b) The employee will register as an apprentice with *SkilledTradesBC*, sponsored by the IUOETA no later than thirty (30) calendar days after being hired by the Employer

(c) The employee must attend required training. The scheduling of the required training will be mutually agreed between the Employer and the Union, where it is provided while an employee is working for an Employer.

ARTICLE 20: TOOL ALLOWANCE FUND

20.01 The Employer shall make contributions in the amount found in Schedule "C" (Commercial Institutional Employer Contributions and Employee Deductions) per hour worked for each Employee covered by this Collective Agreement to the Tool Allowance Fund.

ARTICLE 21: CONSTRUCTION INDUSTRY REHABILITATION FUND

21.01 The Employer shall make contributions in the amount found in Schedule "C" (Commercial Institutional Employer Contributions and Employee Deductions) per hour worked for each Employee covered by this Collective Agreement to the Construction Industry Rehabilitation Fund.

ARTICLE 22: OE ADVANCEMENT FUND

22.01 The Employer shall contribute the amount found in Schedule "C" (Commercial Institutional Employer Contributions and Employee Deductions) per hour worked for each Employee covered by this Collective Agreement to the OE Advancement Fund.

ARTICLE 23: CLR CONTRACT ADMINISTRATION FUND

23.01 The Employer shall contribute the amount found in Schedule "C" (Commercial Institutional Employer Contributions and Employee Deductions) 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.

The Union shall forward all monies received in accordance with the standard remittance form utilized by the Union to CLR. 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 the Collective Agreement.

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 Article 23 shall be borne by CLR.

The Union shall not have any responsibility for delinquent monies from individual Employers.

ARTICLE 24: CONSTRUCTION INDUSTRY OF BC SUBSTANCE ABUSE TESTING AND TREATMENT PROGRAM (D&A POLICY)

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

The Employer shall contribute the amount found in Schedule "C" (Commercial Institutional Employer Contributions and Employee Deductions) per hour worked to the BCD&A Drug & Alcohol Program Society.

ARTICLE 25: SAVINGS ARTICLE

25.01 If any Article or section of this Collective 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 Collective 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.

25.02 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 26: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

26.01 The contributions and deductions referred to in Articles 3, 4, 14, 17, 18, 19, 20, 21, 22, 23, 24 and Schedule "C", 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 IUOETA, the BCBCBTU Fund, the BCBT Fund, the Tool Allowance Fund, the JAplan Fund, the Construction Industry Rehabilitation Fund, the OE Advancement Fund, the Contract Administration Fund, the BCD&A Drug and Alcohol Program 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.

26.02 Timely payment of wages and contributions to the Trust Funds provided for in this Collective 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 General Holidays, the Employer has failed to pay delinquent contributions or the Employer or their CLR 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 Collective Agreement, are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

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

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

ARTICLE 27: COMPETITIVE CONSIDERATION ARTICLE

27.01 The Union and CLR members may jointly agree to terms and conditions other than those contained in this Collective 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 BCBCBTU and CLR without prior written consent of the Parties.

The Union agrees to utilize the provisions of this Article, where practical, when signatory Employers are bidding against non-signatory employers.

ARTICLE 28: TRAINEES/APPRENTICES

28.01 The Parties agree that there is a need to ensure qualified Operators are available. To that end, a joint committee of management and the Union shall be formed to initiate discussions on the process of utilizing Trainees and Apprentices in order to achieve the objective. Such discussion shall include the ratio of Trainees to Journeypersons, rates of pay and other pertinent issues.

ARTICLE 29: HARASSMENT

29.01 Employees shall have the right to work in an environment free from harassment. In addition, 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.

ARTICLE 30: LEAVES

30.01 Military Leave:

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with Provincial and Federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

30.02 Pregnancy and Parental Leave:

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act.

30.03 Illness or Injury Leave:

Employees are entitled to illness or injury leave in accordance with the terms of the Employment Standards Act in effect on January 1, 2023.

30.04 Union Committee:

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

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

ARTICLE 31: DISTRIBUTION OF MONETARY PACKAGE

31.01 All rates and schedules contained within this Collective Agreement shall not be changed during the life of this Collective Agreement without the prior mutual agreement, in writing, of the Parties. Such mutual agreement shall not be unreasonably withheld.

ARTICLE 32: INDUSTRY BENEFIT FUND

32.01 The Parties agree to participate in a joint CLR and BCBCBTU affiliate review of the potential benefits of establishing a multi-trade Industry Benefit Fund and to implement such a fund if the Parties mutually agree on the benefits and outcomes of establishing such a Plan and Fund.

ARTICLE 33: TECHNOLOGICAL CHANGE

33.01 In the event the Employer proposes the introduction of equipment in its operations, requiring specialized training, that will impact the employment of any current employees 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. Such Employees shall have the choice of taking the training or of accepting layoff.

ARTICLE 34: RETENTION OF WORKPLACE RECORDS

34.01 The Employer will retain all records relating to employment of its employees and payroll in accordance with the requirements of applicable legislation, including, but not limited to, the *BC Employment Standards Act, the Personal Information Protections Act, the Freedom of Information and Protection of Privacy Act and Canada Revenue Agency* guidelines. In order to protect employee privacy where maintenance of records is no longer required, they will be removed from the Employer's active systems. In the event the Employer's system is breached and identifiable personal information is released, the affected individuals will be notified as quickly as possible. Upon request, the Employer will provide a copy of their privacy policy to the Union.

Signed this 16th day of November, 2026.

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

Ken McCormack, CEO

Board Member

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

Bryan Railton, Business Manager

Brian Lefebvre, President

Josh Towsley, Assistant Business Manager

John Munro, Business Representative

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OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A1"**
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 1**

Schedule "A1" shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 1	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	43.98	45.31	46.79	48.32
Vacation and General Holiday Pay (8%)	3.52	3.62	3.74	3.87
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	58.20	59.72	61.42	63.18

- Track Excavator (7 yards and up to 10 yards)
- Track Excavator (Long Reach)
- Shovels, all attachments (10 yards and up to 15 yards) (Apprentice/Trainee required)
- Front End Loaders and Scoop Trams, all types (10 yards and up to 15 yards)
- Heavy Duty Mechanics, Welders, Mechanic Electrician, Bodyperson Painters
- TBM Operator

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A1"**
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 2**

Schedule "A1" shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 2	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	43.55	44.86	46.32	47.84
Vacation and General Holiday Pay (8%)	3.48	3.59	3.71	3.83
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	57.73	59.24	60.92	62.66

- Track Excavator (5 yards and up to 7 yards)
- Shovels, all attachments (7 yards and up to 10 yards) (Apprentice/Trainee required)
- Front End Loaders and Scoop Trams, all types (7 yards and up to 10 yards)
- Aerial Cableways
- Whirley Type Gantry Cranes
- Operator required to operate with boom length over 130 ft. shall have their regular hourly rate increased by fifty cents ($0.50) per hour.
    - Concrete Mixing Batch Plants (up to 250 cubic yards per hour) (Apprentice/Trainee required)
    - TBM Erector Operator
    - TBM Segment Feed and Hoist System Operator

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A1"**
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 3**

Schedule "A1" shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 3	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	42.67	43.96	45.40	46.88
Vacation and General Holiday Pay (8%)	3.41	3.52	3.63	3.75
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	56.78	58.27	59.92	61.62

- Track Excavator (3 yards and up to 5 yards)
- Shovels, all attachments (up to 7 yards) (Apprentice/Trainee required)
- Drill Doctors and Steel Sharpeners
- Refrigeration Mechanics
- Overhead and Front End Loaders, all types (5 yards and up to 7 yards)
- Scoop Trams and similar equipment (under 7 yards)
- Crawler Tractor - D10
- Telehandler
- Crawler Tractor in Tandem (one operator)
- Crawler Tractors (D5, 6, 7, 8, and 9 types)
- Graders and Motor Patrols
- HydroVac Operator
- Mechanical Excavator (Mole)

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A1"**
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 4**

Schedule "A1" shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 4	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	42.39	43.67	45.10	46.57
Vacation and General Holiday Pay (8%)	3.39	3.49	3.61	3.73
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	56.48	57.95	59.60	61.29

- Overhead Cranes
- Gantry Cranes
- Travel Lift Drott 1000
- Tireperson - (vulcanizing experience)
- No Joint Concrete Casting Machines and similar types
- Mixer Mobiles (Mixer and Hoist Combination)
- Concrete Pumps with boom attachment (42 metres in length and over)

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A1"**
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 5**

Schedule "A1" shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 5	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	41.98	43.25	44.66	46.11
Vacation and General Holiday Pay (8%)	3.36	3.46	3.57	3.69
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	56.04	57.50	59.12	60.79

- Ross Carrier
- Gradalls
- Rubber Tire Scrapers, all types and sizes when used in tandem (one operator)
- Rubber Tired Scrapers, all types (30 yards and over)
- Track Excavator (under 3 yards)
- Concrete Hopper Rail Car
- Mobile Concrete Pump with Boom Attachment (under 42 metres in length)
- Derricks
- Overhead and Front End Loaders, all types (up to 5 yards)
- Rigger (Duties of the rigger are to include rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A1"**
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 6**

Schedule "A1" shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 6	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	41.44	42.69	44.08	45.52
Vacation and General Holiday Pay (8%)	3.32	3.42	3.53	3.64
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	55.46	56.90	58.50	60.15

- Dozer Compactor
- Trenching Machines (Apprentice/Trainee required)
- Rubber Tired Scrapers (under 30 yards)
- Curbing Machine
- Concrete Spreaders or Finishing Machine Operators (all types and sizes)
- Drills - Quarry Master, Reich, Bucyrus Erie, Benoto and similar types
- Screening and Washing Plants (75 yards per hour and over) (Apprentice/Trainee required)
- Mucking Machines (Conway 101 types)
- Drills - Exploration (Cable, Core, Rotary, Churn and similar)
- Stationary Engineer (Chief)
- Hydraulic Backhoes (Tractor Mounted) (½ yard rated capacity and over)
- Mechanical Tamping Machines, all types
- Crusher Operator (Apprentice/Trainee required)
- Jumbo Form Setter (power driven)
- Air Tugger
- Placo Operator
- Ditch Witch
- 4, 3, 2, 1 Drum Hoists
- Construction Material and Person Hoist
- TBM Stationary Engineer (Chief)

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A1"**
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 7**

Schedule "A1" shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 7	April 30,2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	40.93	42.16	43.53	44.95
Vacation and General Holiday Pay (8%)	3.27	3.37	3.48	3.60
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	54.90	56.32	57.90	59.54

- Tree Farmer and similar type skidders
- Concrete Paving Machines (Jaeger and Koehring and similar types)
- Service Truck Operator
- Cement Hogs
- Heavy Duty Greaser and Serviceperson
- Fuller Kenyon
- Mucking Machines (Eimco over Model 40)
- Conveyor Belt and Conveyor Type Loaders (Barber Greene, Kolman and similar types)
- Tire Serviceperson
- Hydraulic Slip Form Operator
- Locomotives (Diesel, Gas, Steam, Electric)
- Crawler Tractors, D3 and D4 types
- Compressors (1000 cubic feet and over)
- Hydra Hammers
- Pumps (6" and over)
- Compactors - self propelled (other than on Asphalt Paving) (15 tons and over)
- Stationary Engineers (Shift)
- Crusher Topperson
- Concrete Mixer (1 yard and over)
- Hydraulic Backhoe (Tractor Mounted) (under ½ yard rating)
- Screening and Washing Plants (portable types) (Apprentice/Trainee required)
- Line Concrete Pumps

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A1"**
MONETARY PACKAGE BREAKDOWN
INSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 8**

Schedule "A1" shall apply to all commercial and/or institutional projects which are located inside the Lower Mainland/Fraser Valley.

Group 8	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	36.27	37.35	38.55	39.80
Vacation and General Holiday Pay (8%)	2.90	2.99	3.08	3.18
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	49.87	51.13	52.52	53.97

- Forklifts, Bullmoose, Hysters, similar type equipment
- Elevator Operator
- Skid Steer Loaders - Bobcat and similar type (under 1 yards)
- Mechanic Electrician Helper
- Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 h.p. and under)
- Oiler
- Padperson
- Fireperson
- Mechanic's Helper
- Compressor under 1,000 cubic feet
- Compactors - self propelled (other than on Asphalt Paving) (under 15 tons)
- Pumps (under 6")
- Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment
- Assistant Driller
- Telehandler

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A2"**
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 1**

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 1	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	42.77	44.07	45.51	47.00
Vacation and General Holiday Pay (8%)	3.42	3.53	3.64	3.76
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	56.89	58.39	60.04	61.75

- Track Excavator (7 yards and up to 10 yards)
- Track Excavator (Long Reach)
- Shovels, all attachments (10 yards and up to 15 yards) (Apprentice/Trainee required)
- Front End Loaders and Scoop Trams, all types (10 yards and up to 15 yards)
- Heavy Duty Mechanics, Welders, Mechanic Electrician, Bodyperson Painters
- TBM Operator

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A2"**
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 2**

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 2	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	42.37	43.65	45.08	46.55
Vacation and General Holiday Pay (8%)	3.39	3.49	3.61	3.72
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	56.46	57.93	59.58	61.26

- Track Excavator (5 yards and up to 7 yards)
- Shovels, all attachments (7 yards and up to 10 yards) (Apprentice/Trainee required)
- Front End Loaders and Scoop Trams, all types (7 yards and up to 10 yards)
- Aerial Cableways
- Whirley Type Gantry Cranes
- Operator required to operate with boom length over 130 ft. shall have their regular hourly rate increased by fifty cents ($0.50) per hour.
- Concrete Mixing Batch Plants (up to 250 cubic yards per hour) (Apprentice/Trainee required)
- TBM Erector Operator
- TBM Segment Feed and Hoist System Operator

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A2"**
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 3**

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 3	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	41.48	42.73	44.12	45.56
Vacation and General Holiday Pay (8%)	3.32	3.42	3.53	3.64
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	55.50	56.94	58.54	60.19

- Track Excavator (3 yards and up to 5 yards)
- Shovels, all attachments (up to 7 yards) (Apprentice/Trainee required)
- Drill Doctors and Steel Sharpeners
- Refrigeration Mechanics
- Overhead and Front End Loaders, all types (5 yards and up to 7 yards)
- Scoop Trams and similar equipment (under 7 yards)
- Crawler Tractor - D10
- Telehandler
- Crawler Tractors in Tandem (one operator)
- Crawler Tractors (D5, 6, 7, 8, and 9 types)
- Grader and Motor Patrols
- HydroVac Operator
- Mechanical Excavator (Mole)

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A2"**
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 4**

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 4	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	41.20	42.44	43.82	45.25
Vacation and General Holiday Pay (8%)	3.30	3.40	3.51	3.62
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	.80	.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	55.20	56.63	58.22	59.86

- Overhead Cranes
- Gantry Cranes
- Travel Lift Drott 1000
- Tireperson - (vulcanizing experience)
- No Joint Concrete Casting Machines and similar types
- Mixer Mobiles (Mixer and Hoist Combination)
- Concrete Pumps with boom attachment (42 metres in length and over)

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A2"**
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 5**

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 5	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	40.81	42.04	43.41	44.83
Vacation and General Holiday Pay (8%)	3.26	3.36	3.47	3.59
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	54.77	56.19	57.77	59.41

- Ross Carrier
- Gradalls
- Rubber Tire Scrapers, all types and sizes when used in tandem (one operator)
- Rubber Tired Scrapers, all types (30 yards and over)
- Track Excavator (under 3 yards)
- Concrete Hopper Rail Car
- Mobile Concrete Pump with Boom Attachment (under 42 metres in length)
- Derricks
- Overhead and Front End Loaders, all types (up to 5 yards)
- Rigger (Duties of the rigger are to include rigging, welding, and use of cutting torches, signal person and use of hand tools to unbolt or bolt machinery

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A2"**
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 6**

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 6	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	40.24	41.45	42.79	44.18
Vacation and General Holiday Pay (8%)	3.22	3.32	3.42	3.53
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	54.16	55.56	57.10	58.70

- Dozer Compactor
- Trenching Machines (Apprentice/Trainee required)
- Rubber Tired Scrapers (under 30 yards)
- Curbing Machine
- Concrete Spreaders or Finishing Machine Operators (all types and sizes)
- Drills - Quarry Master, Reich, Bucyrus Erie, Benoto and similar types
- Screening and Washing Plants (75 yards per hour and over) (Apprentice/Trainee required)
- Mucking Machines (Conway 101 types)
- Drills - Exploration (Cable, Core, Rotary, Churn and similar)
- Stationary Engineer (Chief)
- Hydraulic Backhoes (Tractor Mounted) (½ yard rated capacity and over)
- Mechanical Tamping Machines, all types
- Crusher Operator (Apprentice/Trainee required)
- Jumbo Form Setter (power driven)
- Air Tugger
- Placo Operator
- Ditch Witch
- 4, 3, 2, 1 Drum Hoists
- Construction Material and Person Hoist
- TBM Stationary Engineer (Chief)

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A2"**
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 7**

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 7	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	39.73	40.92	42.24	43.61
Vacation and General Holiday Pay (8%)	3.18	3.27	3.38	3.49
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	53.61	54.98	56.51	58.09

- Tree Farmer and similar type skidders
- Concrete Paving Machines (Jaeger and Koehring and similar types)
- Service Truck Operator
- Cement Hogs
- Heavy Duty Greaser and Serviceperson
- Fuller Kenyon
- Mucking Machines (Eimco over Model 40)
- Conveyor Belt and Conveyor Type Loaders (Barber Greene, Kolman and similar types)
- Tire Serviceperson
- Hydraulic Slip Form Operator
- Locomotives (Diesel, Gas, Steam, Electric)
- Crawler Tractors D2, D3 and D4 types
- Compressors (1000 cubic feet and over)
- Hydra Hammers
- Pumps (6" and over)
- Compactors - self propelled (other than on Asphalt Paving) (15 tons and over)
- Stationary Engineers (Shift)
- Crusher Topperson
- Concrete Mixer (1 yard and over)
- Hydraulic Backhoe (Tractor Mounted) (under ½ yard rating)
- Screening and Washing Plants (portable types) (Apprentice/Trainee required)
- Line Concrete Pumps

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "A2"**
MONETARY PACKAGE BREAKDOWN
OUTSIDE LOWER MAINLAND/FRASER VALLEY **GROUP 8**

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

Group 8	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Minimum Straight time Hourly Wage Rate	35.09	36.14	37.31	38.51
Vacation and General Holiday Pay (8%)	2.81	2.89	2.98	3.08
Employer Contributions:				
Union Benefit Plan	2.85	2.90	2.95	3.00
Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Package	48.60	49.82	51.18	52.58

- Forklifts, Bullmoose, Hysters, similar type equipment
- Elevator Operator
- Skid Steer Loaders – Bobcat and similar type (under 1 yards)
- Mechanic Electrician Helper
- Crawler Tractors D2 types, Oliver, Cletrac, Farm Tractors (26 h.p. and under)
- Oiler
- Padperson
- Fireperson
- Mechanic's Helper
- Compressor under 1,000 cubic feet
- Compactors – self propelled (other than on Asphalt Paving) (under 15 tons)
- Pumps (under 6")
- Sheep Foot, Wobbly Wheel and similar compactors: Rate to be governed by type of towing equipment
- Assistant Driller
- Telehandler

RATES OF PAY (CRANES)
PROVINCE WIDE

SCHEDULE "B"
CONVENTIONAL AND HYDRAULICS CRANES

Schedule "B" shall apply to all commercial and/or institutional projects province wide.

	30-Apr-25			31-May-26			02-May-27			30-Apr-28		
	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP	Wages	Holiday Pay (12%)	Wages & HP
Group #1 – Crane Operator Rates – Conventional												
Under 20 Ton	53.25	6.39	59.64	54.78	6.57	61.35	56.48	6.78	63.26	58.24	6.99	65.23
20 – 50 Ton	54.27	6.51	60.78	55.83	6.70	62.53	57.57	6.91	64.48	59.36	7.12	66.48
51-99 Ton	54.83	6.58	61.41	56.41	6.77	63.18	58.16	6.98	65.14	59.97	7.20	67.17
100-149 Ton	55.38	6.65	62.03	56.98	6.84	63.82	58.75	7.05	65.80	60.58	7.27	67.85
150-199 Ton	55.95	6.71	62.66	57.56	6.91	64.47	59.35	7.12	66.47	61.20	7.34	68.54
200-249 Ton	56.55	6.79	63.34	58.18	6.98	65.16	59.99	7.20	67.19	61.86	7.42	69.28
250-299 Ton	57.04	6.84	63.88	58.69	7.04	65.73	60.52	7.26	67.78	62.41	7.49	69.90
300-349 Ton	58.98	7.08	66.06	60.69	7.28	67.97	62.59	7.51	70.10	64.55	7.75	72.30
350-399 Ton	60.90	7.31	68.21	62.67	7.52	70.19	64.63	7.76	72.39	66.66	8.00	74.66
400-449 Ton	62.80	7.54	70.34	64.63	7.76	72.39	66.66	8.00	74.66	68.76	8.25	77.01
450-499 Ton	64.70	7.76	72.46	66.59	7.99	74.58	68.69	8.24	76.93	70.86	8.50	79.36
Group #2 – Crane Operator Rates – Hydraulic												
Under 20 Ton	52.00	6.24	58.24	53.49	6.42	59.91	55.15	6.62	61.77	56.86	6.82	63.68
20 – 50 Ton	53.04	6.36	59.40	54.56	6.55	61.11	56.25	6.75	63.00	58.00	6.96	64.96
51-99 Ton	53.59	6.43	60.02	55.13	6.62	61.75	56.84	6.82	63.66	58.61	7.03	65.64
100-149 Ton	54.16	6.50	60.66	55.72	6.69	62.41	57.45	6.89	64.34	59.24	7.11	66.35
150-199 Ton	54.74	6.57	61.31	56.32	6.76	63.08	58.07	6.97	65.04	59.88	7.19	67.07
200-249 Ton	55.68	6.68	62.36	57.29	6.87	64.16	59.07	7.09	66.16	60.91	7.31	68.22
250-299 Ton	56.62	6.79	63.41	58.26	6.99	65.25	60.08	7.21	67.29	61.96	7.44	69.40
300-349 Ton	58.51	7.02	65.53	60.20	7.22	67.42	62.08	7.45	69.53	64.02	7.68	71.70
350-399 Ton	60.36	7.24	67.60	62.11	7.45	69.56	64.06	7.69	71.75	66.07	7.93	74.00
400-449 Ton	62.26	7.47	69.73	64.07	7.69	71.76	66.08	7.93	74.01	68.16	8.18	76.34
450-499 Ton	64.14	7.70	71.84	66.01	7.92	73.93	68.09	8.17	76.26	70.24	8.43	78.67
Other Classifications												
Tower Cranes												
1. Over 10 Ton	53.32	6.40	59.72	54.85	6.58	61.43	56.55	6.79	63.34	58.31	7.00	65.31
2. Under 10 Ton	52.78	6.33	59.11	54.30	6.52	60.82	55.98	6.72	62.70	57.72	6.93	64.65
Other Rates												
Kangaroo 1500	53.32	6.40	59.72	54.85	6.58	61.43	56.55	6.79	63.34	58.31	7.00	65.31
Kangaroo 750	52.78	6.33	59.11	54.30	6.52	60.82	55.98	6.72	62.70	57.72	6.93	64.65

Premiums

1. Crane Premium: On all cranes over 499 tons, the hourly rate shall be increased by two cents ($0.02) for each ton.

2. Luffing Tower Crane Over 10 Ton: An Operator required to operate with boom length over forty (40) metres shall have their regular hourly wage rate increased by one dollar and twenty-five cents ($1.25) per hour.

3. Kangaroo Model 1500: An operator required to operate with boom length over one hundred and thirty (130) feet shall have their regular hourly rate increased by twenty-five cents ($0.25) per hour.

Operational Requirements

All work performed in those classifications listed within the Conventional Cranes schedule and within the Hydraulic Cranes, Rough Terrain Cranes and Boom Trucks schedule, 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.

Hoisting Equipment Apprentice – Work Scope

(a) There may be one (1) Apprentice Crane Operator employed for up to three (3) Journeyperson Crane Operators employed by the Employer. There shall be one (1) Apprentice Crane Operator employed when there are four (4) Journeyperson Crane Operators employed by the Employer. There shall be one (1) Apprentice Crane Operator employed for each multiple of five (5) Journeyperson Crane Operators. The foregoing is based on a companywide ratio.

(b) Apprentice Crane Operators shall be allowed to operate specific equipment based upon management evaluation of their qualifications, work experience and the requirements of the specific work in question. Notwithstanding this provision, the Employer shall provide the Apprentice Crane Operators so working with appropriate supervision and suitable communication options.

OE HEAVY CONSTRUCTION – COMMERCIAL/INSTITUTIONAL **SCHEDULE "C"**
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
PROVINCE WIDE **ALL GROUPS**

Schedule "C" shall apply to all commercial and/or institutional projects province wide.
All Employer contributions and Employee deductions shall be calculated and paid on the basis of "hours worked".

EMPLOYER CONTRIBUTIONS	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Union Benefit Plan	2.85	2.90	2.95	3.00
* Union Pension Plan	6.60	6.65	6.70	6.75
CLR Dues	0.11	0.11	0.11	0.11
Rehabilitation Fund	0.04	0.04	0.04	0.04
JA Plan	0.01	n/a	n/a	n/a
BCBCBTU Fund	0.05	0.05	0.05	0.05
D&A Society	0.01	0.01	0.01	0.01
IUOETA Fund	0.80	0.80	0.80	0.80
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Total Employer Contributions	**10.70**	**10.79**	**10.89**	**10.99**

EMPLOYEE DEDUCTIONS	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
Working Dues	0.85	0.87	0.90	0.93
BCBT Fund	0.10	0.10	0.10	0.10
Canadian Building Trades	0.01	0.01	0.01	0.01
Rehabilitation Fund	0.04	0.04	0.04	0.04
Total Employee Deductions	**1.00**	**1.02**	**1.05**	**1.08**

Total Employer Hourly Remittances	April 30, 2025 EXPIRY	May 31, 2026	May 2, 2027	April 30, 2028
All Straight Time and All Overtime Hours	**11.70**	**11.81**	**11.94**	**12.07**

* Employer contributions to the Pension Plan will be pro-rated for Trainees/Apprentices based on the corresponding percentage of their classification.

SPECIAL PROVISIONS AND WAGES

1. (a) Foreperson – Equipment:

Where the Employer works three (3) or more Employees on any one (1) shift on any one (1) project (number shall include owner operated and/or staffed rented equipment) under the jurisdiction of the Operating Engineers, Local 115, one (1) of these Employees shall be appointed a Working Foreperson. The Working Foreperson shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Operating Engineer classification under their supervision.

When the Employer works six (6) or more Employees on any one (1) shift on any one (1) project (number shall include owner operated and/or staffed rented equipment) under the jurisdiction of the Operating Engineers, Local 115, a Non-Working Foreperson position shall replace the Working Foreperson position and shall receive a premium of fifteen percent (15%) per hour over the hourly rate of the highest Operating Engineer classification under their supervision.

When six (6) or more pieces of equipment are worked, the Foreperson shall not be called upon to operate equipment.

Where three (3) or more pieces of equipment are worked on any one (1) shift on a project as provided for above, it is understood that all equipment within the jurisdiction of the Operating Engineers, Local 115 shall be under the supervision of an Operating Engineer Foreperson.

Apprentices/Trainees shall be excluded when determining the ratio for a Non-Working Foreperson.

(b) Foreperson – Mechanical:

If the Employer works four (4) or more Employees on any one (1) shift on any one (1) project or in a permanent shop under the jurisdiction of the Operating Engineers, Local 115 an Operating Engineer Foreperson shall be employed at fifteen percent (15%) over the hourly rate of the highest Operating Engineer classification under their supervision.

2. Staffing Clause:

All equipment shall be staffed in accordance with the classifications listed in Schedules "A1" and "A2" and in addition to the Staffing Provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, they shall be assisted by an Employee covered by this Collective Agreement.

3. Crews:

Crews on power shovels, draglines, clamshells, crawler cranes, truck cranes, trenching machines and cable backhoes of one and one-half (1½) cubic yards capacity and over shall consist of an Operator and Apprentice/Trainee. It is recognized that the moving (driving) and oiling of truck or mobile cranes is the work of the Operating Engineer.

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 Collective Agreement.

Crews on asphalt plants, crushing plants, screening plants, batch plants and backfilling machines, shall consist of an Operator, and an Apprentice/Trainee.

4. Helicopter Use:

In the event that a helicopter is used by the Employer during the course of construction, an Operating Engineer shall be paid wages in the following manner;

(a) An Operating Engineer who during the course of a day is to work directly with a helicopter and whose work during that day requires them to work on the ground shall for that day be paid a premium equal to twenty-five percent (25%) of their straight time wages for a minimum of four (4) hours during that day.

(b) An Operating Engineer who during the course of a day is to work directly with a helicopter and whose work during that day requires them to work above ground shall for that day be paid a premium equal to fifty percent (50%) of their straight time wages for a minimum of four (4) hours during that day.

(c) Nothing contained in Sections (a) and (b) herein shall be construed or interpreted in such manner as will entitle an Operating Engineer in any one (1) day in respect of the use of a helicopter to claim a premium exceeding an amount equal to fifty percent (50%) of their straight time wages for all hours worked during that day.

(d) The words, "to work directly with a helicopter" contained in Sections (a) and (b) herein shall be deemed to apply only to an Operating Engineer expressly and specifically directed to perform work simultaneously and in conjunction with the use of helicopter at their station of work and nothing in the recited Sections (a) and (b) shall be construed or interpreted in such manner as will entitle an Operating Engineer to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter or for work in advance of or preparatory to operations subsequently performed with the use of a helicopter.

(e) An Operating Engineer transported on the job by helicopter shall carry with them their hand tools, lunch and rain clothing when appropriate. In combination with transporting an Operating Engineer other tools and rigging supplies and miscellaneous materials necessary for performance of the work may also be carried in a sling beneath the helicopter.

(f) An Operating Engineer who during the course of a day is not required to work directly with a helicopter but who is transported either to the job or on the job by helicopter shall not be entitled to the foregoing premiums.

(g) Operating Engineers required to work directly with a helicopter shall be on a voluntary basis.

(h) When working with the International Brotherhood of Electrical Workers, the International Brotherhood of Electrical Workers Helicopter Article will apply.

5. Machine and Work Assignment:

(a) 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.

(b) When climbing cranes are being erected, the operator shall be part of the erection crew.

(c) When a crane rigged with a skyhorse or ringer attachment is used, an additional forty cents ($0.40) per hour premium shall be added to the Employee's established hourly rate.

6. Benefits Plan and Pension Plan:

The Employer shall make contributions at the rate of two dollars and ninety cents ($2.90) (effective May 2, 2027 two dollars and ninety-five cents [$2.95], effective April 30, 2028 three dollars [$3.00]) per hour worked by each Employee within the scope of this Collective Agreement to the Operating Engineers' Benefits Plan.

The Employer shall make contributions at the rate of six dollars and sixty-five cents ($6.65) (effective May 2, 2027 six dollars and seventy cents [$6.70], effective April 30, 2028 six dollars and seventy-five cents [$6.75]) per hour worked by each Employee within the scope of this Collective Agreement to the Operating Engineers' Pension Plan.

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 (15^{th}) 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 Collective 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 Collective Agreement.

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

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

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

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

(a) Medical surgical benefits;

(b) Weekly Indemnity benefits for non-occupational sickness and accident;

(c) Pension Plan;

(d) Such additional benefits as the Trustees of the Plan shall periodically determine.

7. Equipment Assembly:

It is agreed that the assembling and dismantling of the Employer's construction equipment described in Schedules "A1" and "A2" or falling within the jurisdiction of the Operating Engineers, will be performed by members of the Operating Engineers' Union.

8. Tool List:

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

9. See Piledriving Clamshell Agreement for Rates:

- Boat Operator (over 225 h.p.)
- Boat Operator (under 225 h.p.)
- Deckhands

10. All rated capacities referred to in Schedules "A1" and "A2" are maximum manufacturer's factory rating for struck capacity of the machine or bucket size, whichever is greater.

11. Occupational First Aid Attendant:

When an Employee is designated Occupational First Aid Attendant by the Employer, they shall have their regular hourly rate increased by the following schedule:

Level 3 - $1.00 per hour worked

Level 2 - $0.80 per hour worked (with transportation endorsement)

Level 1 - $0.60 per hour worked

LETTER OF UNDERSTANDING #1

JURISDICTIONAL ASSIGNMENT PLAN CONTRIBUTION

Pursuant to the Overall Memorandum of Settlement signed by CLR and BCBCBTU on April 29, 2026, the Jurisdictional Assignment Plan contribution of one cent ($0.01) per hour worked is suspended for the term of the 2026 – 2029 Collective Agreement.

APPENDIX "A": DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations shall be applicable to the interpretation of this Collective Agreement.

1. BCBCBTU

   Bargaining Council of British Columbia Building Trade Unions

2. BCBT

   BC Building Trades (the British Columbia and Yukon Territory Building and Construction Trades Council)

3. CLR

   Construction Labour Relations Association of BC

4. CRA

   Canada Revenue Agency

5. Employee

   Any individual who is a member of the Union, and/or such other person, employed by the Employer under the terms of this Collective Agreement.

6. Employer

   (a) Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Collective Agreement.

   (b) Where the term Employer is used within this Collective Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

7. Hours Earned and Hours Worked

(a)	1 straight time hour	= 1 hour earned	= 1 hour worked
(b)	1 time and one-half overtime hour	= 1½ hours earned	= 1 hour worked
(c)	1 double time overtime hour	= 2 hours earned	= 1 hour worked

8. Industrial Construction

   (a) Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the Parties. Notwithstanding the foregoing, if a project is

designated as an industrial construction project for the Pipefitters, it shall also be designated as an industrial construction project for IUOE Local 115.

(b) A ten percent (10%) premium shall be paid for working underground. If an Employee works any part of a half-shift underground, they shall be paid for that half-shift at ten percent (10%) higher rate. The lunch break will be the end of the first half-shift. (Refer also to Articles 5.06, 5.07 and 8.12.)

9. IUOETA

International Union of Operating Engineers, Local 115 Training Association

10. JAplan

Jurisdictional Assignment Plan of the BC Construction Industry

11. LRB

British Columbia Labour Relations Board

12. Local Resident Employee

Any Employee who resides within one hundred (100) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.

13. Lower Mainland/Fraser Valley

Inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

14. Tool Allowance Fund

IUOE Local 115 Mechanic, Millwright, Serviceperson and Welder Tool Allowance Fund

15. Union

(a) International Union of Operating Engineers, Local 115.

(b) Where the term Union is used within this Collective Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

APPENDIX "B": SCHEDULE OF GENERAL HOLIDAYS

The following schedule of General Holidays shall be applicable to the interpretation of this Agreement.

1. 2026

General Holiday	Actual Date	Observed Date
New Year's Day	Thursday, Jan. 1st	Thursday, Jan. 2nd
Family Day	Monday, Feb. 16th	Monday, Feb. 16h
Good Friday	Friday, Apr. 3rd	Friday, Apr. 3rd
Easter Monday	Monday, Apr. 6th	Monday, Apr. 6th
Victoria Day	Monday, May 18th	Monday, May 18th
Canada Day	Wednesday, July 1st	Wednesday, July 1st
* Friday prior to BC Day	Friday, July 31st	Friday, July 31st
BC Day	Monday, Aug. 3rd	Monday, Aug. 3rd
Friday prior to Labour Day	Friday, Sept. 4th	Friday, Sept. 4th
Labour Day	Monday, Sept. 7th	Monday, Sept. 7th
National Day for Truth and Rec.	Wednesday, Sept. 30th	Wednesday, Sept. 30th
Thanksgiving Day	Monday, Oct. 13th	Monday, Oct. 13th
Remembrance Day	Tuesday, Nov. 11th	Tuesday, Nov. 11th
Christmas Day	Thursday, Dec. 25th	Thursday, Dec. 25th
Boxing Day	Friday, Dec. 26th	Friday, Dec. 26th

2. 2027

General Holiday	Actual Date	Observed Date
New Year's Day	Friday, Jan. 1st	Friday, Jan. 1st
Family Day	Monday, Feb. 15th	Monday, Feb. 15th
Good Friday	Friday, March 26th	Friday, March 26th
Easter Monday	Monday, March 29th	March 29th
Victoria Day	Monday, May 24th	Monday, May 24th
Canada Day	Thursday, July 1st	Thursday, July 1st
Friday prior to BC Day	Friday, July 30th	Friday, July 30th
BC Day	Monday, Aug. 2nd	Monday, Aug. 2nd h
Friday prior to Labour Day	Friday, Sept. 3rd	Friday, Sept. 3rd
Labour Day	Monday, Sept. 6th	Monday, Sept. 6th
National Day for Truth and Rec.	Thursday, Sept. 30th	Thursday, Sept. 30th
Thanksgiving Day	Monday, Oct. 11th	Monday, Oct. 11h
Remembrance Day	Thursday, Nov. 11th	Thursday, Nov. 11th
Christmas Day	Saturday, Dec. 25th	Saturday, Dec. 25th
Boxing Day	Sunday, Dec. 26th	Sunday, Dec. 26th

* The Friday prior to Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee. Refer to Article 4.03.

3. 2028

General Holiday	Actual Date	Observed Date
New Year's Day	Saturday, Jan. 1st	Monday, Jan. 1st
Family Day	Monday, Feb. 21st	Monday, Feb. 21s
Good Friday	Friday, Apr. 14th	Friday, Apr. 14th
Easter Monday	Monday, Apr. 17th	Monday, Apr. 17th
Victoria Day	Monday, May 22nd	Monday, May 22nd
Canada Day	Saturday, July 1st	Monday, July 3rd
Friday prior to BC Day	Friday, Aug. 4th	Friday, Aug. 4th
BC Day	Monday, Aug. 7th	Monday, Aug. 7th
Friday prior to Labour Day	Friday, Sept. 1st	Friday, Sept. 1st
Labour Day	Monday, Sept. 4th	Monday, Sept. 4th
National Day for Truth and Rec.	Saturday, Sept. 30th	Monday, Oct. 2nd
Thanksgiving Day	Monday, Oct. 9th	Monday, Oct. 9th
Remembrance Day	Saturday, Nov. 11th	Monday, Nov. 13th
Christmas Day	Monday, Dec. 25th	Monday, Dec. 25th
Boxing Day	Tuesday, Dec. 26th	Tuesday, Dec. 26th

4. 2029

General Holiday	Actual Date	Observed Date
New Years' Day	Monday, Jan. 1st	Monday, Jan. 1st
Family Day	Monday Feb. 19th	Monday Feb. 19th
Good Friday	March 30th	March 30th
Easter Monday	Monday Apr. 2nd	Monday Apr. 2nd
Victoria Day	Monday May 22nd	Monday May 22nd
Canada Day	Sunday Jul 1st	Sunday Jul 1st
Friday prior to BC Day	Friday Aug. 3rd	Friday Aug. 3rd
BC Day	Monday Aug 6th	Monday Aug. 6th
Friday prior to Labour Day	Friday Aug. 31st	Friday Aug. 31st
Labour Day	Monday Sept 3rd	Monday Sept 3rd
National Day for Truth and Rec.	Sunday Sept. 30th	Monday Oct. 1st
Thanksgiving Day	Monday Oct. 8th	Monday Oct. 8h
Remembrance Day	Sunday Nov 11th	Monday Nov. 12th
Christmas Day	Tuesday Dec. 25th	Tuesday Dec 25th
Boxing Day	Wednesday Dec. 26th	Wednesday Dec. 26th

* The Friday prior to Labour Day may be floated on a commercial and/or institutional project and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee. Refer to Article 4.03.

APPENDIX "C": 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 Collective Agreement on their behalf.

Effective date of signing, the following Employers have authorized CLR to bargain the new IUOE Local 115 Heavy Construction Standard Commercial/Institutional Agreement with IUOE Local 115 and to sign such Agreement on their behalf.

1. Bantrel Constructors Co.
2. BFI Constructors Ltd.
3. Broadwater Industries (2011) Ltd.
4. Brymark Installations Group Inc.
5. CIMS Limited Partnership
6. KBR Industrial Canada Co.
7. Kitimat Iron & Metal Works Ltd.
8. KWH Constructors Ltd.
9. LML Industrial Contractors Ltd.
10. Lockerbie & Hole Eastern Inc.
11. Michels Canada Co.
12. Mitchell Installations Ltd.
13. Viking Construction Ltd.
14. Voith Hydro Inc.

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 as interpreted by Arbitration Decision B.C.C.A.A.A. No. 164 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.

APPENDIX "D": 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

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

DISTRICT #5

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 3T3
Phone: 604-291-8831
Toll Free: 1-888-486-3115