

STEEL ERECTION 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 01, 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 Sections 50(2) and (3) of the *Labour Relations Code* of British Columbia are hereby excluded.

ARTICLE 3: EXTENT

3.01 Application

This Collective Agreement shall apply to all employees of the Employer engaged in the classifications listed in Schedule "A" (Rates of Pay) herein, on all work in the Province of British Columbia, other than work covered by the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada, and shall be binding on the Employer and the Union, and their respective successors and assigns.

It is understood that any Employer signatory to this Collective Agreement shall when doing work covered by the Mainline Pipeline Agreement, be bound to that agreement along with the signatory Union.

On that work covered by the agreement between the Union and the Construction Labour Relations Association of British Columbia for Heavy Construction, Crane Rental or work covered by the Road Building Industry Standard Agreement or the Hydraulic Dredging Agreement or the Standard Piledriving, Dipper, Clamshell Dredging Agreement, such work shall be performed under the conditions set out in the aforementioned agreements.

3.02 Sub-Contractors

The terms of this Collective Agreement shall apply to all Sub-Contractors or sub-contracts let by the Employer. The Employer agrees to engage only those Sub-Contractors having an agreement with the signatory Union, prior to commencing work.

ARTICLE 4: WAGES, EMPLOYER/EMPLOYEE CONTRIBUTIONS**4.01 Hourly Wage Rates**

See Schedule "A" (Rates of Pay) for wages and benefits.

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

4.02 Vacation and General Holidays

Vacation and General Holiday Pay shall be accrued at the rate of twelve percent (12%) of gross earnings, (six percent [6%] for annual vacation pay and six percent [6%] for General Holiday pay) and paid to employees on each regular pay day.

ARTICLE 5: WORKING CONDITIONS

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

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

5.03 Employees directed by the Employer 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.

5.04 The Journeyperson Operating Engineer on the job shall come under the authority and be governed by the instructions of the Foreperson in charge. However, no operator shall be required to execute an order that will endanger their machine or violate the regulations of *Workers Compensation Board of British Columbia (dba WorkSafeBC)*.

5.05 Machine and Work Assignment

If an Operating Engineer is regularly assigned to a work assignment from Monday through Friday in a given week, and work is required after regular hours, or on the Saturday,

Sunday and/or General Holiday of that week, such Operating Engineer will be assigned to such particular work assignment providing such Operating Engineer is available.

5.06 Protective Clothing

Essential protective clothing, welder's gloves, protective vests or leather jackets, noise abatement devices, and rainwear shall be supplied at no charge to the employee. In the event that an employee does not return the foregoing items supplied to them by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee.

5.07 Medical Attention

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

5.08 Personal Cell Phones

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

ARTICLE 6: LEAVES

6.01 Union Committee

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

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

6.02 Illness and Injury Leave

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

6.03 Maternity and Parental Leave

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

6.04 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.

ARTICLE 7: GENERAL CONDITIONS

7.01 Wash Up

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.

In the event proper toilet facilities as described above are not provided, no employee will be penalized for leaving the job in the case of necessity.

7.02 Lunchroom

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 crew.

Where there is no running water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied.

7.03 Insurance

In case of fire or burglary the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00), required tools up to the total value of the tools, (tool for tool, make for make) providing an inventory of tools and clothing is filed with the Employer. When commencing employment, the employee shall submit to the Superintendent or their representative an inventory of the tools and work clothes brought on the job. Coverage will commence at the date of the filing of the inventory with the Employer. The employee shall ensure that the inventory is current.

7.04 Lock Up

A lock-up shall be provided for employees for drying clothes, and a dressing room, as well as a lunchroom. 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.

7.05 Tool List

Tools required by Heavy Duty Mechanics are listed in a schedule on file with the Employer and the Union.

7.06 Telephone Access

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee except for the Job Steward (while doing business as a Job Steward) shall be permitted to use a personal cell phone during working hours, excluding rest and meal breaks, except in case of an emergency.

7.07 Payroll Process

All payroll shall be processed in a manner consistent with Canada Revenue Agency (CRA) regulations.

7.08 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 straight time hourly wage rate for a successful test provided they report to the project. This amount will be paid on the first (1st) pay period for a successful test. This provision may be waived by the Business Manager.

7.09 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 the straight time hourly wage rate for the 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.

7.10 Layoffs

Should it be necessary to reduce the working forces on the job, the Employer shall layoff employees in the following order subject to the ability of the remaining employees to perform the remaining work.

1. Employees working under permit
2. Employees working on a travel card
3. Members of the Union

Employees subject to layoff shall so be informed 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.

7.11 Union Representation

An employee has the right to have a Union representative 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 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.

7.12 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 8: UNION SHOP**8.01 Union Membership**

Subject to the provisions of this Article, all employees of the Employer engaged in and/or working at those classifications set out in Schedule "A" (Rates of Pay) attached hereto shall be or shall become members in good standing of the Union.

8.02 Dispatch Offices

The Union shall maintain a Dispatch Office, or offices, from which the Employer shall hire all employees.

The Union recognizes where the individual Employer wishes to name-request an employee, this request will be acknowledged by the Union; provided however, the Union is first (1st) notified of the individual Employer's intention to name-request the employee and provided the employee is registered with the Dispatch Office of the Union as being available for employment. An employee quitting an Employer will not be eligible for re-hire on to the same project under the name-request provision.

When the Employer transfers employees to other projects, they will notify the nearest Union District Office to the project.

8.03 Hiring Procedures

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.

When employees are hired as provided above, they shall be considered employees 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 in the event of an accident and a claim by an employee 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)*.

When the Employer rents equipment the operators of such rented equipment shall be members of the Union and hired in accordance with the provisions of this Article.

Apprentices and trainees as required shall be hired through and in accordance with the International Union of Operating Engineers Local 115 Training Association (IUOETA) as outlined in Article 15.04 (IUOE Local 115 Training Association) of this Collective Agreement.

The Union shall be given at least forty-eight (48) hours' notice between Monday, 8:00 a.m. and Friday, 5:00 p.m., to complete the dispatch, but notice shall be given to the Employer of any difficulty in completing the dispatch prior to the expiration of the forty-eight (48) hour period.

When Union members are not available within the jurisdiction of the Operating Engineers, Local 115, then the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union and tradespersons' qualifications.

Employees hired under this part shall have fourteen (14) days in which to make application for membership to the Union or be replaced by a Union member when available.

Employees who have made application within the fourteen (14) days, but who are not accepted as a member of the Union, shall be the first (1st) 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 worker not yet a member of the Union.

When an employee suffers a compensable injury, they shall be entitled to re-employment with the same Employer when they receive a clearance to return to work from their doctor or *Workers Compensation Board of British Columbia (dba WorkSafeBC)*, providing the project is still in operation and there is work in their classification.

8.04 Union Security

Should an employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge them forthwith.

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

ARTICLE 9: JOB STEWARDS**9.01 Job Steward Recognition**

- (a) Job Stewards shall be recognized on all jobs and shall not be discriminated against. All Job Stewards shall be appointed by the Business Representative of the Union. The Employer, supervisor, or manager shall be notified by the Union of the name or names of such Job Stewards, and in the event of a layoff or reduction of the work force, such Job Stewards shall at all times be given preference of continued employment until completion of the work unless otherwise agreed between the Parties. Time shall be given to the Job Steward to carry out their duties.
- (b) Where projects are interrupted, Job Stewards will not be discriminated against on the resumption of work on the project. Necessary interpretations will be referred to the Joint Labour-Management Committee (Article 20).
- (c) The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.
- (d) Business Representatives shall have access to all jobs covered by this 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.
- (e) The Employer agrees to supply the Union, once a month, with a list of all employees and Sub-Contractors on the request of the Business Representative.

ARTICLE 10: ACCIDENT PREVENTION**10.01 Safety**

- (a) It is understood and agreed that the Parties shall at all times comply with the accident prevention regulations of the *BC 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.
- (b) Any employee may refuse to work where in their opinion adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to drive or operate such vehicle or equipment if, in their opinion, there is any reasonable doubt as to the safety of the unit, or if they feel it

is improperly loaded. They may not be ordered to operate said vehicle or equipment until they have been satisfied any defects have been corrected.

10.02 Safety Equipment

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

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.

ARTICLE 11: JURISDICTIONAL ASSIGNMENT PLAN

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

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

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

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

11.02 Both Parties recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rules, agreements and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia Building Trades. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.

11.03 The Employer shall upon request make known their intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.

- 11.04 The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- 11.05 The Parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The Parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- 11.06 The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- 11.07 Where the Employer makes an assignment of work to another constituent union or local union of the Bargaining Council of British Columbia Building Trades Unions (BCBCBTU), which is challenged under the Jurisdictional Assignment Plan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the *BC Labour Relations Board*, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

ARTICLE 12: GRIEVANCES

- 12.01 Any differences arising between the Parties bound by this Collective 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 (1/2) of the compensation and expenses of the Arbitrator.

12.02 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.

12.03 Time Limits

The specified time limits in this Article shall be strictly construed and may be extended only with the mutual consent of the Parties to the grievance.

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

ARTICLE 13: PUBLIC RELATIONS

13.01 The Parties 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 undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

ARTICLE 14: DUES

14.01 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.

14.02 Working Dues Checkoff

The hourly working dues shall be calculated at two percent (2%) of the 200 to 249 Ton Hydraulic Crane Operator hourly wage rate and shall be deducted for each hour that wages are payable and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made (this amount to be calculated

to the nearest penny). Refer to Schedule "A" (Employer/Employee Contributions) for amounts and effective dates.

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

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

ARTICLE 15: INDUSTRY FUNDS

15.01 Operating Engineers' Benefits Plan Contribution

The Employer shall make contributions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour worked by each employee covered by this Collective Agreement to the Operating Engineers' Benefits Plan.

15.02 Operating Engineers' Pension Plan Contribution

The Employer shall make contributions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for which wages are earned by each employee covered by this Collective Agreement to the Operating Engineers' Pension Plan.

This contribution shall be based on hours earned, i.e., time and one-half (1½) or two (2) times the contribution rate for overtime hours.

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.

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

The Employer shall make contributions and provide funding for the BCBCBTU Fund at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for all hours worked by each employee covered by this Collective Agreement. This provision will continue as long as the BCBCBTU structure continues to exist pursuant to the *BC Labour Relations Code*.

15.04 IUOE Local 115 Training Association (IUOETA)

The Employer shall make contributions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for each hour worked by each employee covered by this Collective Agreement to the IUOETA Fund.

The IUOETA shall provide workers with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of construction and allied equipment and to provide for tradespersons' qualification test.

The IUOETA will be administered by the IUOETA Board.

All Operating Engineer Apprentices shall be hired through the IUOETA.

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

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

15.05 British Columbia Building Trades Fund (BCBT)

Employers shall make deductions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for each hour worked by each employee covered by this Collective Agreement, to the British Columbia Building Trades Fund.

15.06 (a) Mobile Crane Owners Association Fund

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

(b) CLR Contract Administration Fund

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

- (c) (i) The Union shall forward all monies received in accordance with the standard remittance form utilized by the Union to the Mobile Crane Owners Association of BC and CLR respectively. Such payments shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under this Collective Agreement.
- (ii) Any cost incurred with respect to having to change the standard remittance form utilized by the Union as a direct result of a change in the contribution amount required pursuant to either Article 15.06(a) or Article 15.06(b) shall be borne by the applicable Association.
- (iii) The Union shall not have any responsibility for delinquent monies from individual Employers.

15.07 Mechanics, Servicemen, and Welders Tool Allowance Fund

The Employer shall make contributions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for each hour worked by each employee covered by this Collective Agreement to the Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund.

15.08 Construction Industry Rehabilitation Fund

The Employer shall make contributions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for each hour worked by each employee covered by this Collective Agreement to the Construction Industry Rehabilitation Fund. In addition, the Employer shall deduct and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for each hour worked by each employee covered by this Collective Agreement, to Construction Industry Rehabilitation Fund.

15.09 Operating Engineers' Advancement Fund

The Employer shall make contributions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) for each hour worked by each employee covered by this Collective Agreement to the Operating Engineers' Advancement Fund.

15.10 Jurisdictional Assignment Plan Fund

- (a) The Employer shall make contributions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for each hour worked by each employee covered by this Collective Agreement to the Jurisdictional Assignment Plan Fund, in accordance with the standard remittance form provided for in this Collective Agreement.
- (b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Collective Agreement for the transmission of other funds.

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

- (a) The D&A Policy, as agreed to between the BCBCBTU and CLR shall be binding upon the Parties. See LOU #1 attached to this Collective Agreement for further information.
- (b) The Employer shall make contributions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour worked by each employee covered by this Collective Agreement to the BCD&A Drug & Alcohol Program Society (D&A Society).

15.12 Canadian Building Trades Fund

Employers shall make deductions and remit at the rate set forth in Schedule "A" (Employer/Employee Contributions) per hour for each hour worked by employees covered by this Collective Agreement, to the Canadian Building Trades Fund.

ARTICLE 16: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

16.01 The contributions and deductions referred to in Articles 14 (Dues) and 15 (Industry Funds) shall be remitted monthly by cheque together with a form supplied to the Employers by the Union to the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan shall remit monthly all such monies received to the: Operating Engineers' Benefits Plan; Operating Engineers' Pension Plan; BCBCBTU Fund; IUOE Local 115 Training Association Fund; BCBT Fund; Mobile Crane Owners' Association Fund; Operating Engineers' Mechanics, Servicemen and Welders Tool Allowance Fund; CLR Contract Administration Fund; Construction Industry Rehabilitation Fund; Operating Engineers' Advancement Fund; Jurisdictional Assignment Plan Fund; D&A Society; Canadian Building Trades Fund; and Union.

The said Operating Engineers' Benefits Plan may make reasonable charge for administrative expenses as determined by the Trustees of the Plan and approved by the Trustees of the recipient Funds.

16.02 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 holidays, the Employer has failed to pay delinquent contributions or the Employer or their Construction Labour Relations Association representative has failed to request a meeting with the Union to provide for the payment of delinquent contributions, then the Employer agrees that all contributions/deductions due and payable in accordance with this 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 their failure to report and pay contributions/deductions as provided.

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

ARTICLE 17: OPERATIONAL REQUIREMENTS

17.01 All work performed in those classifications listed in Schedule "A" (Rates of Pay) 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.

17.02 Training and Apprenticeship

- (a) The Employer shall employ one (1) Crane Apprentice for each two (2) cranes leased, rented and/or operated by the Employer. However, hydraulic cranes up to eighty (80) ton capacity shall not be included for the purposes of establishing this ratio.
- (b) In co-operation with Employers owning only one (1) crane the Administrator shall arrange the placement of Crane Apprentices using the same ratio according to hours worked (i.e. fifty percent (50%)).
- (c) In cases where there are insufficient operating hours available for any one (1) crane as determined by the IUOETA the Employer may request an exemption from the Administrator of the Training Program with respect to Article 17.02(a).
- (d) The Crane Apprentice shall be paid a rate as agreed between the IUOETA and the Employer.
- (e) All Crane Apprentices shall have confirmation of dispatch from the Union.
- (f) The Employer shall notify the Administrator of the IUOETA before they discharge an Apprentice.

If the Union cannot supply Apprentices, the Employer may hire a Pre-Apprentice for a period not to exceed six (6) months. Before completion of three (3) months the Pre-Apprentices must take the IUOETA assessment exam and before completion of six (6) months, must attain and possess a valid Class 3 drivers' license with Air Brake endorsement. The Pre-Apprentice shall be paid fifty percent (50%) of the twenty (20) ton hydraulic crane operator wage rate; be covered by the *BC Employment Standards Act* and be provided with Medical Services Plan of B.C. ((MSP), single status) as a minimum benefit.

17.03 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 *Workers Compensation Board of British Columbia (dba 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 18: SAVINGS ARTICLE

- 18.01 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.
- 18.02 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 12).

ARTICLE 19: COMPETITIVE CONSIDERATION ARTICLE

- 19.01 The Union and Association 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.

ARTICLE 20: JOINT LABOUR-MANAGEMENT COMMITTEE

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

ARTICLE 21: DISCRIMINATION

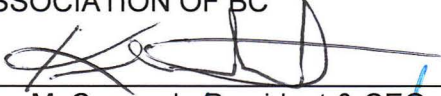
- 21.01 The Parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

ARTICLE 22: RETENTION OF WORKPLACE RECORDS

22.01 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 _____ day of _____, 2026.

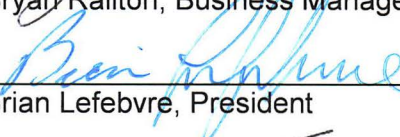
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

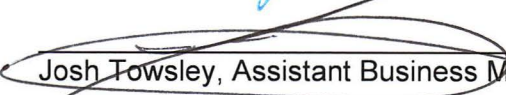

Ken McCormack, President & CEO


Board Member

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115


Bryan Railton, Business Manager


Brian Lefebvre, President


Josh Towsley, Assistant Business Manager


John Munro, Director of Organizing

SCHEDULE "A": RATES OF PAY

	4-May-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

PREMIUMS1. Crane Premium

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

2. Foreperson Premium

Where the Employer deems the necessity of a Foreperson, the Foreperson shall be paid a ten percent (10%) premium above the highest capacity of crane they are supervising.

3. First Aid Premium

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

Level 3 – \$1.00 per hour

Level 2 – \$0.80 per hour (with transportation endorsement)

Level 1 – \$0.60 per hour

4. Underground Premium

On Industrial projects, employees required to work underground shall have their regular hourly rate increased by ten percent (10%). This clause shall not apply to work within basements of buildings or open ditches.

SCHEDULE OF EMPLOYER/EMPLOYEE CONTRIBUTIONS

	May 4, 2025	May 31, 2026	May 2, 2027	Apr. 30, 2028
Employer Contributions				
Benefits Plan	2.95	3.00	3.05	3.10
Pension Plan	7.00	7.10	7.20	7.30
IUOETA Local 115 Training Association	0.85	0.85	0.85	0.85
Tool Allowance Fund	0.06	0.06	0.06	0.06
Rehabilitation Fund	0.04	0.04	0.04	0.04
Jurisdictional Assignment Plan Fund ²	0.01	n/a	n/a	n/a
OE Advancement Fund	0.17	0.17	0.17	0.17
CLR Contract Administration Fund	0.11	0.11	0.11	0.11
Mobile Crane Owners Association Fund ¹	n/a	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
Total Employer Contributions	11.25	11.39	11.54	11.69
Employee Deductions				
Working Dues	1.11	1.15	1.18	1.22
BCBT Fund	0.07	0.07	0.07	0.07
Canadian Building Trades Fund	0.01	0.01	0.01	0.01
Rehabilitation Fund	0.04	0.04	0.04	0.04
Total Employee Deductions	1.23	1.27	1.30	1.34
Total Remittances				
Total Remittance ST	12.48	12.66	12.84	13.03
Total Remittance 1.5X	15.98	16.21	16.44	16.68
Total Remittance 2X	19.48	19.76	20.04	20.33

1. Effective Oct 4, 2016 the Mobile Crane Owners Association Fund has been suspended.
2. Effective May 31, 2026 the JApplan Contribution has been suspended.

LETTER OF UNDERSTANDING #1

BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: ALCOHOL & DRUG TESTING PROGRAM

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

LETTER OF UNDERSTANDING #2**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.

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 the date of signing of this Collective Agreement, the following Employers have authorized CLR to bargain a renewal Steel Erection Agreement with IUOE Local 115 and to sign such Collective Agreement on their behalf.

1. Brymark Installations Group Inc.
2. CAM Field Solutions Canada Corp
3. Dynamic Installations Ltd.
4. Ganotec Inc.
5. RKM Services Ltd
5. Supreme Steel GP Corp (o/a Supreme Steel)

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 as interpreted by Arbitration Decision B.C.C.A.A. No. 164 shall govern the addition of authorized Employer(s) to the above List of Signatory Employers.

DISTRICT OFFICES OF INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**DISTRICT #1**

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

DISTRICT #2

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

DISTRICT #3

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

DISTRICT #4

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

THE OPERATING ENGINEERS' BENEFITS & PENSION PLAN

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