

**Letter of Understanding  
Specialty Equipment Operators - F RTP**

BY AND BETWEEN:

**Construction Labour Relations Association of BC (CLR)**

On its own behalf and on behalf of any Employer who performs work covered under the Scope clause of this PLA and signs a copy of the letter of adherence attached to this PLA

(the "Employer")

AND:

**The Bargaining Council of British Columbia Building Trade Unions (BCBCBTU)**

(the "Union")

(collectively the "Parties")

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The Parties have entered into this Letter of Understanding further to Clause 1.00 of the PLA to clarify the status of employees operating specialty equipment related to dredging, scour protection, maintenance of the pocket for tunnel placement, placement of the gravel bed and placement of the granular locking fill.

1. The Parties agree that the work in question is captured by the terms of the PLA.
2. The Parties recognize that the Employer performing the work described in this LOU employs teams of specialty trained employees who train over a significant period of time and perform similar work on other projects around the world. These employees regularly work as single cohesive work units and travel along with the equipment from project to project.
3. Therefore, in recognition of the needs of the F RTP to ensure work progresses in an efficient manner the Parties have agreed as follows.
  - a. Employees of the Employer performing the work described in this LOU who are working in Canada under the Temporary Foreign Worker Program or the International Mobility Program are exempt from the terms of the PLA and the requirement to join the Union.
  - b. These employees will work a six (6) week on, six (6) week off rotation schedule and will be compensated in accordance with the terms of their employment contract. These employment contracts are in compliance with the terms of the Maritime Labour Convention, 2006 as adopted by the 94<sup>th</sup> (Maritime) Session of the International Labour Conference on 23 February 2006.
  - c. Total compensation for these employees, inclusive of rates of pay and all terms and conditions, when considered in its totality, must meet or exceed the terms of the PLA.
  - d. All Employees required to support this work will be hired in accordance with the terms of the PLA and will work with these non-PLA workers as required.
4. The equipment captured by this LOU is:

Letter of Understanding Re: Specialty Equipment Operation (cont'd)

- a. Scrader
- b. Hydraulic Excavator
- c. Backhoe Dredger
- d. Grab Dredger
- e. Split Hopper Barge > 1000 m<sup>3</sup>
- f. Split Hopper Barge < 1000 m<sup>3</sup>
- g. Multicat
- h. Tugboats not already excluded under Article 1.01(b)(ii)(5) of the PLA.

Equipment may be added to or removed from this list by mutual agreement of the Parties.

This LOU will remain in effect for the duration of the PLA.

Dated this 23 day of December, 2025

Dated this 18 day of Dec, 2025

Signed on behalf of the Employer:

Signed on behalf of BCBCBTU:

  
Ken McCormack (Dec 23, 2025 11:12:52 PST)



*Brent Carter*

  
John Towsley (Dec 19, 2025 17:06:54 PST)