

# **COPCAN CRAFT OPERATORS COLLECTIVE AGREEMENT**

**By and Between:**

**International Union of Operating Engineers Local 115**

(the "Union")

**And:**

**Construction Labour Relations Association of British Columbia (CLR)**

**on its own behalf and on behalf of Copcan Civil Limited Partnership**

(the "Employer")

(collectively, the "Parties")

**May 4, 2025 to April 30, 2028**

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Refer to Appendix "A" for definitions and abbreviations applicable to this Collective Agreement.

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**ARTICLE 1.000 - OBJECTS**

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The objects of this Collective Agreement are to: (i) maintain a mutually beneficial employment relationship between the Employer and the bargaining unit; (ii) ensure the terms and conditions of employment are fair, reasonable, safe and stable; (iii) establish an effective training strategy which will contribute to the development of a qualified, productive, and multi-skilled workforce, (iv) prevent strikes/lockouts, and (v) facilitate an efficient and cost effective method to resolve any disputes/grievances which may arise between the Parties.

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**ARTICLE 2.000 - EFFECTIVE DATE AND DURATION**

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- 2.100** This Collective Agreement will be for the period from and including May 04, 2025 to and including April 30, 2028, and from year to year thereafter subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the date of expiry of this Collective Agreement, which is April 30, 2028, or immediately preceding the 30<sup>th</sup> day of April in any year thereafter, by written notice to require the other Party to this Collective Agreement to commence collective bargaining.
- 2.200** Should either Party give written notice to the other Party pursuant hereto, this Collective Agreement will continue in full force and effect until the Union gives notice of strike, or the Employer gives notice of a lockout, or the Parties conclude a renewal or revision of this Collective Agreement, or a new collective agreement.
- 2.300** The operation of Section 50 (2) and Section 50 (3) of the Labour Relations Code is hereby excluded.

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**ARTICLE 3.000 - EXTENT**

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**3.100** Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit.

**3.200** Management Rights and Subcontracting

**3.201** The Employer has the right to operate and manage its business in all respects, including subcontracting, subject only to applicable legislation and the limitations expressly stated within this Collective Agreement.

**3.202** Each Employee will adhere to all applicable policies and procedures, implemented by the Employer to the extent such policies and procedures are not inconsistent with Article 3.201. Any refusal by an Employee to abide by such policies and procedures will constitute just cause for discipline, up to and including termination.

**3.300** Application, Work Jurisdiction and Affiliation

Without restricting Article 3.000 in any way, the Parties expressly agree to the following.

**3.301 Application**

This Collective Agreement will govern only work which is being performed pursuant to the Union's certification granted July 19, 2022 by bargaining unit members who are Employees of the Employer working in a classification included within Schedule "A" attached. One (1) representative of the Employer, who is not a member of the Union, will be permitted to work and provide direction on a project.

**3.302 Work Jurisdiction**

- (a) There will be no restriction on the work jurisdiction that an Employee may perform on a project at the discretion of the Employer.
- (b) The application of Article 12 (Joint Labour/Management Meetings) will be used to resolve any concerns that may arise over the duration of this Collective Agreement with respect to work jurisdiction.

**3.303 Affiliation**

- (a) Subject to reasonable notice given to the Employer, it will not be a violation of this Collective Agreement for the Union to withdraw its members from a project for rendering assistance to labour organizations, or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an employer whose Employees are on strike against or are locked out by an employer.
- (b) The Union will not restrict/limit, in any way, the Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing will apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, or the work such individuals may be performing.
- (c) Without restricting/limiting the application of Article 3.303 (b), the Union will not attempt to exert pressure upon the Employer for performing work on any project, nor will the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the *BC Labour Relations Code*.

**3.304** Failure to enforce any provision of this Collective Agreement by either Party does not constitute a waiver of any term nor will any single or partial exercise thereof preclude any other or future exercise or any right (equitable or otherwise), power or privilege hereunder.

**3.400 Work Stoppages**

**3.401** During the term of this Collective Agreement neither the Employer, nor any representative thereof, will in any way, either directly or indirectly, cause, direct, authorize, encourage, condone, support, participate or engage in any lockout of Employees.

**3.402** During the term of this Collective Agreement neither the Union, nor any representative thereof, nor any Union member, nor any Employee, will in any way, either directly or indirectly, cause, direct, authorize, encourage, condone, support, participate or engage in:

- (a) any strike, walkout, suspension of work, study session, slowdown or work stoppage of any kind of the part of any Employee or group of Employees or refuse to perform any task, and/or
- (b) any picketing at the premises or work site of the Employer or its clients, customers, subsidiaries or related companies, etc.

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#### **ARTICLE 4.000 - MONETARY PACKAGE**

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##### **4.100 Monetary Package**

The following increases will apply to this Agreement. In all cases the increase will be calculated based on the listed percentage of the previous hourly rate. The Union has the right to distribute the increase between wages and Employer Contributions. Any portion of the increase put on the wage rate will attract Vacation and Holiday Pay.

**4.101** Effective May 4, 2025 - three percent (3%).

**4.102** Effective May 3, 2026 - the annual average percent change in the 2026 All Items Index British Columbia Consumer Price Index (2002 = 100%). This increase will not be less than two (2%) nor more than six percent (6%).

**4.103** Effective May 2, 2027 - the annual average percent change in the 2026 All Items Index British Columbia Consumer Price Index (2002 = 100%). This increase will not be less than two (2%) nor more than six percent (6%).

Refer to Schedules "A" and "B" attached.

##### **4.200 Allocation of Monetary Package**

No monies may be transferred from the wage package (inclusive of wages plus annual vacation and general holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Union Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the Parties. Such mutual agreement will not be unreasonably withheld.

##### **4.300 Wages and Premiums**

###### **4.301 Minimum Straight Time Hourly Wage Rates**

The schedules of minimum straight time hourly wage rates as provided for within Schedule "A" attached will apply to all work performed in accordance with this Collective Agreement. Refer to Articles 4.302 and Article 4.303 for important clarifications and exceptions.

**4.302 First Aid Attendant**

An Employee who acts as a First Aid Attendant will have their otherwise applicable straight time hourly wage rate increased by one dollar (\$1.00) per hour earned.

**4.303 Helicopters**

- (a) An Employee who, during the course of a shift, is required to work directly with a helicopter, will have their otherwise applicable hourly wage rate increased by twenty-five percent (25%). Such increase will be paid for all hours of work performed on such shift.
- (b) The words, "to work directly with a helicopter" contained in Article 4.303(a) will be deemed to apply only to an Employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at their station of work. Nothing in Article 4.303 (a) will be construed or interpreted in such manner as would entitle an Employee 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.
- (c) Article 4.303(a) will not apply to an Employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. The Employee will receive a premium of one (1) additional hour per shift at their otherwise applicable minimum straight time hourly wage rate.

**4.400 Employee Classifications**

- 4.401** (a) The Employee classifications applicable to this Collective Agreement, and the minimum straight time hourly wage rates for each applicable Employee classification, will be as listed within Schedule "A" attached.
- (b) The definition of each of the various applicable Employee classifications will be consistent with the historical past practice of the Employer.
- (c) The Employer may employ an Employee in a classification other than their usual classification without changing the Employee's rate of pay, providing such Employee is qualified to perform the duties. If an Employee spends the majority of hours during any shift performing the duties of a higher paid classification, the Employee will be paid for the entire shift at the higher rate of pay.
- (d) The Union recognizes the right of the Employer to judge the competency, merit and ability of the Employees in the classifications listed within Schedule "A" attached.

**4.402 The Parties will meet in a timely manner to discuss any/all:**

- (a) new Employee classifications which may be required during the term of this Collective Agreement and will mutually agree to add such new Employee

classifications, and the minimum straight time hourly wage rate applicable thereto, to the appropriate Schedule.

- (b) requests for the reclassification of an existing Employee and will mutually agree to either reclassify such Employee or to maintain the status quo.

The mutual agreement required pursuant to Articles 4.402(a) and (b) will not be unreasonably withheld by either Party, but in the event such mutual agreement is not achievable the Grievance Procedure will apply.

- 4.403** Unless otherwise restricted elsewhere within this Collective Agreement, all Employee classifications will be entitled to receive annual vacation pay, general holiday pay, overtime premiums, shift premiums, travel allowances and all other premiums or allowances provided pursuant to this Collective Agreement.

**4.500 Annual Vacation and General Holidays**

**4.501 Vacation Pay and General Holiday Pay**

Annual vacation pay and general holiday pay will be combined at the percentage of the applicable hourly wage rate provided for within Schedule "A" attached and will be paid to each Employee on each pay cheque and upon termination of employment.

**4.502 Annual Vacation**

An Employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the Employee and the Employer.

**4.503 General Holidays**

- (a) The following general holidays will apply to all work governed by this Collective Agreement. Refer also to Appendix "B".

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, the Friday before BC Day, BC Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. Whenever a general holiday falls on a Saturday or Sunday, the following working day will be observed.

- (b) All work performed on general holidays, or days observed, will be paid for at two (2) times the otherwise applicable straight time hourly wage rate.

**4.600 Employer Contributions**

The schedules of Employer contributions as provided for within Schedule "B" attached will apply to all work performed in accordance with this Collective Agreement. All Employer contributions will be calculated on the basis of hours worked.

**4.601 Union Benefit Plan**

The Employer will contribute the amount indicated in Schedule "B" to the Union Benefit Plan in the manner set forth in Article 5.000

**4.602 Union Pension Plan**

- (a) The Employer will contribute the amount indicated in Schedule "B" to the Union Pension Plan in the manner set forth in Article 5.000.
- (b) The Union, in consultation with the administrator, board of trustees, actuary, and consultants of the Operating Engineers Benefits and Pension Plans (the "Plans"), may in the best interest of the Plans' participants reapportion those contributions.
- (c) 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.

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

The Employer will contribute the amount indicated in Schedule "B" to the IUOETA in the manner set forth in Article 5.000.

**4.604 BC Construction Industry Rehabilitation Plan (CIRP)**

The Employer will contribute the amount indicated in Schedule "B" to the CIRP in the manner set forth in Article 5.000.

**4.605 Construction Industry of British Columbia Substance Abuse Testing & Treatment Program (D&A Policy)**

- (a) The D&A Policy will be binding on the Parties.
- (b) The Employer will contribute the amount indicated in Schedule "B" to the BCD&A Drug and Alcohol Program Society (the "D&A Society") in the manner set forth in Article 5.000.

**4.606 Contract Administration Fund (CAF)**

- (a) The Employer will contribute the amount indicated in Schedule "B" to the CAF in the manner set forth in Article 5.000. The Employer may alter the amount by providing the Union with sixty (60) calendar days written notice
- (b) The Union will forward all monies received in accordance with this Article to CLR. Payment will be made no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which such amount was received and will be accompanied with a summary report that provides hours of work and fund remittances by the Employer.



- (c) The Union will ensure that no deduction (e.g. administration or handling fees) monies is applied prior to forwarding the payment to CLR.

**4.607 OE Advancement Fund**

The Employer will contribute the amounts indicated in Schedule "B" to the OE Advancement Fund in the manner set forth in Article 5.000.

**4.608 Tool Allowance Fund**

The Employer will contribute the amounts indicated in Schedule "B" to the Tool Allowance Fund in the manner set forth in Article 5.000.

**4.700 Employee Deductions**

All Employee deductions will be calculated on the basis of hours worked.

**4.701 Working Dues**

The Employer will deduct the amount indicated in Schedule "B" for Working Dues and will forward this deduction to the Union in the manner set forth in Article 5.000. The Union may alter the deduction amount by providing the Employer with sixty (60) calendar days written notice.

**4.702 BC Construction Industry Rehabilitation Plan**

The Employer will deduct the amount indicated in Schedule "B" for CIRP and will forward this deduction to the Union in the manner set forth in Article 5.000.

The Union has the right to implement any new Employee deduction by providing the Employer with sixty (60) calendar days written notice.

**4.800 Payment of Wages**

All payroll will be processed in a manner consistent with CRA regulations.

**4.801** The Employer will, on a weekly or bi-weekly basis, pay to each Employee all wages, premiums, allowances and annual vacation pay and general holiday pay earned by the Employee to a day not more than seven (7) calendar days prior to the date of payment. If a general holiday falls on the regular pay day, payment will be made the preceding day. Payment will be made during working hours and may be made by cheque or electronic deposit.

**4.802** The Employer will pay all monies (i.e. wages, annual vacation pay, general holiday pay, etc.) which are owing to an Employee at the time of termination of employment. 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 will 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.

- 4.803** The Employer will provide a separate or detachable itemized statement with each pay, clearly showing the: (i) Employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and general holiday pay, and (vii) total deductions from gross earnings. Such statement may be provided electronically via email.
- 4.804** Where an Employee is not paid in accordance with Articles 4.801 and 4.802, such Employee will be deemed to be still on the payroll of the Employer and will receive their usual wages and conditions until there is compliance with the conditions.

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**ARTICLE 5.000 - MONTHLY REMITTANCES**

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The timely remittance of Employer contributions and Employee deductions required in accordance with this Collective Agreement is essential for the protection of the Employees and other beneficiaries.

**5.100 General Provisions**

- 5.101** The Employer will remit all Employer contributions and Employee deductions required under the terms of this Collective Agreement, on behalf of all Employees working under the terms of this Collective Agreement.
- 5.102** Such Employer remittance will:
- (a) be made by a single payment, payable to the Union designated Plan Administrator, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
  - (b) be accompanied by a correctly completed Monthly Remittance Cover Sheet, and
  - (c) be received by the Union designated Plan Administrator not later than the fifteenth (15<sup>th</sup>) day of the month following that for which such payments are payable.
- 5.103**
- (a) The Union designated Plan Administrator will, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.
  - (b) The Union may deduct a monthly administration handling fee from each amount to be allocated or distributed, other than the CAF, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated or distributed.

**5.200    "Nil" Reports**

The Employer will submit a "Nil" report if the Employer had employed no Employees during the period for which payments would otherwise have been payable. The Employer will not be required to submit a "Nil" report for a period in which no Employees had been employed if the Union has been notified, in writing, that the Employer is no longer in business.

**5.300    Delinquent Remittance**

**5.301**    In the event the Employer fails to remit Employer contributions and/or Employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against the Employer, and such action will not be considered a violation of this Collective Agreement.

**5.302**    The Union will advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and general holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

**5.400    Monthly Remittance Cover Sheet**

The Union will supply the Employer with copies of the "Monthly Remittance Cover Sheet".

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**ARTICLE 6.000   -   HOURS OF WORK AND OVERTIME**

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**6.100    Regular Hours**

- 6.101    (a)**    Eight (8) consecutive hours worked between the hours of 5:00 am and 9:00 pm, Monday to Friday, will constitute the regular work day, and five (5) days, forty (40) hours will constitute the regular work week.
- (b)**    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. The Employer will not apply the foregoing provision in a manner which is unreasonable or inconsistent.
- (c)**    The starting time of the Employees will be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period will be provided prior to the stopping time.
- (d)**    In the event an Employee has a bona fide reason for not being able to work their entire scheduled shift (e.g. needs to report late and/or leave early due to legitimate childcare responsibilities, etc.) such Employee will not be subject to discipline or termination but will only be paid for actual hours worked. The Employer may request reasonable evidence of such bona fide reason and such evidence will be provided upon request.

**6.102 Indoctrination/Orientation**

If the Employer directs an Employee to take a project indoctrination/orientation (the "Indoctrination"), their time spent taking the Indoctrination will be treated as regular hours of work for payroll purposes and will be paid at the otherwise applicable minimum straight time hourly wage rate.

**Online Indoctrination**

When the Indoctrination is taken online, typically prior to the Employee commencing their first regularly scheduled shift on a project, only actual hours will be paid and the minimums in Article 6.500 do not apply. However, if such actual hours are unreasonable in comparison to the time taken by other Employees, then only reasonable hours will be paid.

**6.103 Notice of Termination**

The Employer will provide an Employee with one (1) hours' notice of termination, or one (1) hours' pay in lieu thereof. The Employee will use such notice to gather their personal tools and prepare such tools for the next project.

**6.200 Overtime Hours**

Overtime work will be voluntary and no Employee will be discriminated against for refusal to work overtime hours.

**6.201** The first four (4) hours of overtime, Monday through Friday, will be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

**6.202** The first twelve (12) hours of overtime on a Saturday will also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

**6.203** All other overtime hours, including all hours worked on a Sunday or statutory/general holiday, will be paid at two (2) times the otherwise applicable straight time hourly wage rate.

**6.204** A minimum break of eight (8) hours will be provided to an Employee between the end of one (1) working shift and the commencement of such Employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such Employee's next working shift will be deemed to be overtime hours and will be paid accordingly.

**6.400 Shifts****6.401 Scheduling of Shifts**

The Employer may schedule an afternoon/night shift as required. It is not necessary for there to be a day shift for there to be an afternoon/night shift.

**6.402 Shift Premiums**

The Employer will pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Employee who is employed on an afternoon/night shift. Such shift premium will be payable in accordance with Articles 6.402 (a) and 6.402 (b). The shift premium will not be payable on any overtime hours.

**(a) Day Shift**

No shift premium.

**(b) Afternoon/Night Shift**

A shift premium of four dollars (\$4.00) per hour worked will be payable for all hours worked between the hours of 9:00 pm and 5:00 am.

**(i)** Holiday pay will not be payable on a shift premium.

**(ii)** Second and subsequent meal breaks will not be considered as hours worked.

**(iii)** Overtime will be payable for all hours of work performed in excess of eight (8) hours per shift, however no shift premium will be payable on overtime hours.

**6.500 Call-Out Time**

**6.501** When an Employee is called out for work, the Employer will pay such Employee for a minimum of two (2) hours at the otherwise applicable straight time or overtime hourly rate, regardless of whether or not the Employee actually commenced work. When an Employee commences work, the Employer will pay such Employee for a minimum of four (4) hours or actual hours worked, whichever is greater, at the otherwise applicable straight time or overtime hourly rate.

**6.502** When the Employer provides an Employee with less than one (1) hours' notice of shift cancellation, Call-Out Time will be payable regardless of whether or not the Employee has actually arrived at the project site and reported for work. The Employer will make every reasonable effort to provide such notice before the Employee has departed their residence, or location of accommodation if working out of town, prior to commencement of the shift.

**6.503 (a)** In the event an Employee reports to work after the scheduled start time of their shift, or elects to leave work prior to the scheduled completion of their shift, such Employee will only be paid for actual hours worked.

**(b)** In the event the Employer is unable to provide an Employee with sufficient work for a "full shift" on any scheduled shift, such Employer may advise the Employee accordingly and will only be required to pay such Employee the greater of either four (4) hours or actual hours worked.

**6.600 Rest Breaks**

- 6.601** Two (2) rest breaks of ten (10) minutes duration each will be provided during a scheduled eight (8) hour or nine (9) hour shift. A third (3<sup>rd</sup>) rest break of ten (10) minutes duration will be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.
- 6.602** Two (2) rest breaks will be provided on a scheduled shift of ten (10) hours, however each such rest break will be of fifteen (15) minutes duration. The Parties agree that a shift of ten (10) hours will not be deemed to be a scheduled shift of ten (10) hours unless the Employees have been so advised prior to the completion of the previous days' shift.
- 6.603** Rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union.

**6.700 Meal Breaks****6.701 Regularly Scheduled Shifts of Ten (10) Hours or Less**

One (1) meal break of one-half (½) hour will be provided on all scheduled shifts of ten (10) hours or less. Such meal break will be scheduled as near as is practical to the mid-point of the shift and will not be considered as time worked.

**6.702 Shifts in Excess of Ten (10) Hours**

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime.

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**ARTICLE 7.000 - TRAVEL AND OUT-OF-TOWN PROJECTS**

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All travel time payable in accordance with Article 7.000 is payable at the otherwise applicable straight time hourly wage rate, plus applicable vacation and general holiday pay, but will not be considered as "Hours Worked" for the purpose of overtime eligibility or Employer Contributions.

- 7.100** Travel time will be paid daily after one (1) hour travel each way, from the Employee's residence or location of accommodation if working out of town, in a manner consistent with the historical past practice of the Employer.
- 7.200** The travel time matrix provided for within Appendix "C" governs the calculation of travel between various cities/towns on Vancouver Island.
- 7.300** The Parties will meet in good faith to resolve any travel or subsistence related concerns that may be raised by the bargaining unit throughout the duration of this Collective Agreement.
- 7.400** All travel policies will be consistent with the historical past practice of the Employer in addition to the following principles:

- (a) A non local resident Employee will not incur any out of pocket cost in the process of travelling to an out-of-town project at the beginning of their employment on such project, and from an out-of-town project at the conclusion of their employment on such project.
- (b) The Employer will supply a non local resident Employee with an "Employer supplied room plus daily meal allowance" while such Employee is employed on an out-of-town project. The Employer supplied room will be of an acceptable standard. The Employer may, as an alternative, pay a daily "living out allowance" to such Employee in lieu of "Employer supplied room plus daily meal allowance" with the mutual agreement of such Employee.
- (c) Where an Employee is provided with a "Employer supplied room plus daily meal allowance" the allowance will be seventy-five dollars (\$75.00) per day.

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**ARTICLE 8.000 - HIRING AND MOBILITY OF WORKFORCE**

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Unless otherwise mutually agreed by the Parties in writing, the following provisions will apply.

**8.100 Hiring**

- 8.101** (a) The Union will actively assist the Employer in recruiting and supplying qualified (i.e. appropriately trained/certified and ready to work) prospective Employees, regardless of trade sector.
- (b) The Employer and the Union acknowledge the importance of hiring local residents and commit to giving consideration to local residents when staffing projects. Without restricting/limiting the foregoing, the Union will assist in supplying local resident Employees when requested to do so by the Employer.
- 8.102** The Employer retains the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work.
- 8.103** (a) There will be no restrictions/limitations on the Employer's right to hire, including but not limited to the Employer's right to hire via name request.
- (b) Whenever the Employer hires an individual who is not a Union member, such individual will make application to become a Union member within fourteen (14) calendar days of hire and the Union will accept such individual into its membership unless the Parties mutually agree, in writing, to the contrary. All terms and conditions of this Collective Agreement will otherwise apply from date of hire.
- (c) The Employer will provide each new Employee a copy of the Union's application package at the time of hire. If the Employee completes the application package at their initial orientation meeting with the Employer, the Employer will return the package to the Union on behalf of the Employee. If the Employee does not immediately complete the application package, they must return the package to the Union within the fourteen (14) calendar days

described in paragraph (b) above. In addition, the Employer will notify the Union of all new hires including the current phone, email and address for the Employee.

**8.104** In the event an Employee ceases to be a member in good standing of the Union, the Employer will terminate the employment of such Employee upon receiving written confirmation and direction to do so from the Union.

**8.105** Any Employee hired or transferred in accordance with Article 8.000 will be deemed to have been properly dispatched by the Union and the Union will ensure that the appropriate dispatch paperwork is supplied to the Employer in a timely manner.

**8.200 Mobility**

(a) If the Employer directs an Employee to transfer from one (1) project to another during working hours, the Employer will provide transportation or will reimburse the Employee for any direct/additional expenses incurred, upon presentation of a receipt, if the Employee uses their own vehicle. In either case, the Employee will not incur any loss of pay as a result of transferring between projects during working hours.

(b) There will be no restrictions/limitations on the Employer's right to transfer an Employee from one (1) project to another throughout the province. When a non local resident Employee is transferred between two (2) out-of-town projects the following standard will apply.

- > Initial travel allowance will be paid to a non local resident Employee from their place of residence to the first project in accordance with Article 7.000, and
- > Article 8.200 (a) will apply with respect to a non local resident Employee for all travel from the first project to the second project, even if such travel does not take place during working hours, and
- > Terminal travel allowance will be paid to a non local resident Employee from the second project back to their place of residence in accordance with Article 7.000.

**8.300 Reduction in Project Crew**

**8.301** The Employer will notify the Job Steward prior to a reduction in the size of the project crew.

**8.302** When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment will be given to Job Stewards.

**8.400 Rehiring of Injured Employees**

The Employer will give preference of re-employment to an injured Employee when such Employee is able to return to work, provided sufficient work is available.



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**ARTICLE 9.000 - JOB STEWARDS AND UNION REPRESENTATIVES**

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**9.100 Job Stewards**

- 9.101** The Union will notify the Employer of the appointment of all Job Stewards.
- 9.102** Job Stewards will be recognized on all projects and will not be discriminated against.
- 9.103** The Employer will provide a Job Steward with sufficient time to carry out their duties.
- 9.104** Refer also to Article 8.302 regarding preference for continued employment of Job Stewards.

**9.200 Union Representatives**

Union Representatives will have access to all projects governed by this Collective Agreement, after first notifying the Employer, however in no way will such Representatives interfere with Employees during working hours unless permission is granted.

**9.300 Leaves of Absence**

- 9.301** The Employer will grant a non-paid leave of absence to an Employee when requested, in writing, to do so by the Union. Such leave will be for the purpose of attending to Union business, and will not jeopardize the Employee's continued employment. The Employer may deny such request for valid reasons.
- 9.302** 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.
- 9.303** Employees are entitled to Pregnancy and Parental Leave in accordance with the provisions of the *BC Employment Standards Act*.

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**ARTICLE 10.000 - HEALTH AND SAFETY**

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**10.100 Safety Equipment**

- 10.101 (a)** An Employee is responsible for providing clothing needed for protection against the natural elements, and appropriate footwear including safety footwear.
- (b)** The Employer is responsible for providing all other personal protective equipment at no cost to an Employee, and for enforcing the use of such equipment. This includes general purpose work gloves, safety headgear, fall, respiratory, eye and hearing protection, and any other specialized protective equipment required by the *BC Occupational Health and Safety Regulation*.

- (c) The Employer may deduct the cost of Employer supplied safety equipment from an Employee's pay cheque if such equipment is not returned.
- (d) After six (6) months of continuous employment an Employee is entitled to be reimbursed for the purchase of safety equipment described in paragraph (a) above up to three hundred (\$300.00) per year, for the purchases made within the calendar year, upon presentation of receipts. An Employee is only entitled to claim a reimbursement under this paragraph once per calendar year and may submit multiple receipts in a single claim.

**10.102** All equipment, tools, and materials will conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations will be complied with provided they are not inconsistent with the foregoing. It will not be considered a violation of this Collective Agreement should an Employee(s) refuse to work in conditions or use equipment that do not meet prescribed safety standards or regulations.

**10.103** The Employer will supply welders' leather vests or jackets and leather gauntlet gloves to all Employees assigned to welding work, on a "charge-out" basis.

#### **10.200 Accident Prevention Regulations**

**10.201** The Parties to this Collective Agreement will, 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 will not be deemed to be a breach of this Collective Agreement. No Employee will be discharged because such Employee fails to work under unsafe conditions as set out in the regulations.

**10.202 (a)** Any refusal by an Employee to abide by known WorkSafeBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline, up to and including termination.

**(b)** Employees will abide by all project site rules. Failure to do so will constitute just cause for termination.

**10.203** Any Employee may refuse to work where, in the opinion of such Employee, adequate safety precautions have not been provided.

#### **10.300 Project Inspections**

The Job Steward, or where there is a safety committee a Union representative of such committee, will accompany the WorkSafeBC inspector on all project inspections.

#### **10.400 Injured or Sick Employees**

**10.401** The Employer will cover all transportation costs not otherwise covered by WorkSafeBC for any Employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing will also apply for any Employee residing in Employer supplied accommodation who becomes ill or is injured in an

accident not covered by WorkSafeBC, if the First Aid Attendant or a doctor recommends off-site treatment or a return to the Employee's point of hire.

**10.402** If an Employee requires 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 will be paid for the full shift.

**10.403** Refer also to Article 8.400 and Article 11.502.

**10.500 Modified Work Program**

If an Employee is injured or becomes ill as a result of their employment, the Employee will be required to participate in a modified work program unless such Employee's physician specifically recommends otherwise in writing.

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**ARTICLE 11.000 - WORKING CONDITIONS**

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**11.100 Harassment and Discrimination**

Employees have the right to work in an environment free from harassment. In addition, discrimination under the prohibited grounds of the *BC Human Rights Code* will not be tolerated within the open and inclusive craft building trades construction industry.

**11.200 Project Facilities**

The Parties acknowledge that it may not always be feasible/practical for the Employer to adhere to the standards provided herein, particularly on remote project sites. If it is not feasible/practical for the Employer to adhere to all such standards, the Union agrees to adjust such standards, as required, and the Employer agrees to make a good faith effort to minimize any resulting negative impact on the Employees.

**11.201 Toilets**

Chemical or flush toilets will be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities will be provided in accordance with local sanitary regulations. Toilet houses will be of fibreglass or rubber compound construction, and will be cleaned out weekly unless more frequent cleaning is required to maintain reasonable sanitary standards. Toilet paper will be provided. There will be a minimum of one (1) toilet for every fifteen (15) building trades persons on a project.

**11.202 Drinking Water**

Where there is no running tap water available, cool drinking water in approved sanitary containers will be provided.

**11.203 Telephone Access**

A mobile phone or satellite phone or the Employer's radio system will be made available to all Employees for incoming or outgoing emergency purposes, and

incoming messages of an emergency nature will be relayed immediately. No Employee will be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations will constitute just cause for discipline, up to and including termination.

#### **11.204 Clean Up Facilities**

The Employer will provide clean up facilities, hand cleaner and paper towels.

#### **11.300 Lockup**

The Employer will not be required to provide a lockup on any project of short term duration unless it is economically practical to do so. On all other projects, the following standards will apply.

**11.301** A lockup will be provided for Employees and such lockup will be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup will be provided for each shift. Lockups will be used for tools, drying clothes, as a dressing room, and as a lunch room.

**11.302** Each lockup will have tool racks, tables and benches with provision for drying clothes and will be of an adequate size.

**11.303** Each lockup will have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day.

**11.304** The Employer will be responsible for having the lockup(s) cleaned out daily and kept clear of building material and other construction paraphernalia.

#### **11.400 Vehicles**

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

#### **11.500 Tools, Equipment and Protective Clothing**

**11.501** The tools of an Employee starting a new job will be in good condition and will be kept so on the Employer's time.

**11.502** The cost of transporting an Employee's tools will be paid for by the Employer. Notwithstanding the foregoing, although Employees will normally take their tools with them, when the Employer makes other arrangements for transporting an Employee's tools such Employee will not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick Employee to the Employee's point of dispatch.

**11.500** An Employee will provide the ordinary tools of their trade. The Employer will provide any speciality tools of an Employee's trade as per historical past practice.

**11.501** In the event an Employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the Employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

**11.600 Loss of Tools**

**11.601** The Employer will request, in writing, that each Employee submit a written inventory of their tools and working apparel to the Employer on a project by project basis. It is strongly encouraged that the Employer make such request prior to each Employee's commencement of work on a project, but such request can be made at any time. In the event of a dispute, the Employer will have the burden to prove when such request was made to each Employee.

**11.602 (a)** If the Employee submits their written inventory prior to date of loss, or in the event the Employer did not fulfill its responsibility in accordance with Article 11.601 prior to date of loss, the Employer will replace an Employee's tools and working apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.

**(b)** However, in the event the Employer did fulfill its responsibility in accordance with Article 11.601, but the Employee had not yet submitted their written inventory prior to date of loss, the Employer will have no obligation to replace the Employee's tools and working apparel.

**(c)** In order to ensure there is no dispute over when the Employee submitted their inventory, the Employee will have the Employer initial and date a copy when the original inventory is submitted and will retain such copy on file for reference purposes.

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**ARTICLE 12.000 - JOINT LABOUR/MANAGEMENT MEETINGS**

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**12.100** The Parties may meet to address issues of mutual interest and importance. Such meetings will be scheduled on an "as needed basis". Any proposed changes to this Collective Agreement which are mutually agreed to by the Parties at such meetings will be in writing, but will not be implemented until such changes are duly ratified by the Parties.

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**ARTICLE 13.000 - ENABLING**

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The Union and the Employer may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Collective Agreement for the duration of the project. The Parties agree not to reduce the Employer contribution amount required pursuant to Article 4.606.

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**ARTICLE 14.000 - GRIEVANCE PROCEDURE**

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**14.100** 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, will be finally and conclusively settled without stoppage of work as hereinafter provided:

**Stage 1:** The Employee involved, preferably with the Shop Steward, will first take up the matter with their Foreperson or supervisor directly in charge of the work within seven (7) working days of the date the Employee knew, or ought to have known, about the alleged violation.

**Stage 2:** Failing resolution at Stage 1, the matter may be referred to Stage 2 no later than seven (7) working days following the meeting in Stage 1. Once advanced, Union representatives and the Employer's representatives will discuss and, if possible, settle the matter.

**Stage 3:** Failing resolution at Stage 2, the matter may be referred to Stage 3 no later than ten (10) working days following the meeting in Stage 2. To advance a matter to Stage 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 Stage 3 the Parties will meet to discuss the matter and the respondent to the grievance will respond in writing.

**Stage 4:** Failing resolution at Stage 3, the matter may be referred to arbitration by a single Arbitrator no later than ten (10) working days following the written response from Stage 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 and any person affected by it. Each Party will pay its own costs and one-half (½) of the compensation and expenses of the Arbitrator.

**14.200** 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.

**14.300** The timelines described above will be strictly adhered to and may only be extended by mutual agreement between the Parties.

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**ARTICLE 15.000 - SAVINGS CLAUSE**

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**15.100** In the event that any clause, section or article 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 clause, section or article 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 clause, section or article 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, will not be affected thereby.

**15.200** In the event that any clause, section or article of this Collective Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the Parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.

**15.300** In the event the Parties do not agree on such a mutually satisfactory replacement, they will submit the dispute to the grievance procedure in accordance with Article 14.000.

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**SIGNATURE OF PARTIES**

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Dated this 22<sup>nd</sup> day of May, 2025.

Dated this 27 day of May, 2025

Signed on behalf of  
Construction Labour Relations Association of BC

Signed on behalf of  
IUOE 115



**Schedule "A"**

**Minimum Straight Time Hourly Rates <sup>1</sup>**

| Employee Classifications <sup>2</sup>         | Effective Date |          |                       |                       |
|---|----------------|----------|-----------------------|-----------------------|
|   | Expiry         | May 4/25 | May 3/26 <sup>3</sup> | May 2/27 <sup>3</sup> |
| Foreperson (+ \$3 per hour premium as shown)  | 49.14          | 49.97    | TBD                   | TBD                   |
| Utility Foreperson                            | 43.86          | 44.63    | TBD                   | TBD                   |
| Mechanic/Welder Level 2                       | 46.14          | 46.97    | TBD                   | TBD                   |
| Mechanic/Welder Level 1 95%                   | 43.83          | 44.62    | TBD                   | TBD                   |
| Rotary Type Drill (Bauer BG 30 or Equivalent) | 46.14          | 46.97    | TBD                   | TBD                   |
| Operator Level 2                              | 44.59          | 45.38    | TBD                   | TBD                   |
| Operator Level 1                              | 42.63          | 43.36    | TBD                   | TBD                   |
| Barge Hand                                    | 40.33          | 40.99    | TBD                   | TBD                   |
| Bobcat Loader Operator                        | 39.19          | 39.82    | TBD                   | TBD                   |
| Compactor Operator                            | 37.28          | 37.85    | TBD                   | TBD                   |
| Mechanic/Welder Apprentice                    |                |          |                       |                       |
| Apprentice Mechanic/Welder 90%                | 41.53          | 42.27    | TBD                   | TBD                   |
| Apprentice Mechanic/Welder 80%                | 36.91          | 37.58    | TBD                   | TBD                   |
| Apprentice Mechanic/Welder 70%                | 32.30          | 32.88    | TBD                   | TBD                   |
| Apprentice Mechanic/Welder 60%                | 27.68          | 28.18    | TBD                   | TBD                   |
| Heavy Equipment Apprentice                    |                |          |                       |                       |
| - No Formal Training From IUOETA              |                |          |                       |                       |
| 2,001 - 3,000 Hours 85%                       | 37.90          | 38.57    | TBD                   | TBD                   |
| 1,001 - 2,000 Hours 75%                       | 33.44          | 34.04    | TBD                   | TBD                   |
| First 1,000 Hours 65%                         | 28.98          | 29.50    | TBD                   | TBD                   |
| - With Formal Training From IUOETA            |                |          |                       |                       |
| 1,001 - 3,000 Hours 85%                       | 37.90          | 38.57    | TBD                   | TBD                   |
| First 1,000 Hours 75%                         | 33.44          | 34.04    | TBD                   | TBD                   |

1. Pursuant to Article 4.501, annual Vacation Pay and Statutory/General Holiday Pay shall be combined at twelve percent (12%) of the applicable hourly wage rate and shall be paid to each employee on each pay cheque and upon termination of employment.
2. Refer to Article 4.402 for details regarding new classifications and requests for the classification of an existing employee.
3. 2026 and 2027 increases are based on CPI in the previous calendar year. See Article 4.100 for details.



**SCHEDULE "B"****EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

| <b>Employer Contributions<sup>1</sup></b>       | <b>Effective Date</b> |                 |                 |                 |
|---|-----------------------|-----------------|-----------------|-----------------|
|   | <b>Expiry</b>         | <b>May 4/25</b> | <b>May 3/26</b> | <b>May 2/27</b> |
| Union Benefit Plan                              | 2.50                  | 2.60            | TBD             | TBD             |
| Union Pension Plan                              | 2.65                  | 3.10            | TBD             | TBD             |
| OE Advancement Fund                             | 0.17                  | 0.17            | 0.17            | 0.17            |
| IUOE Training Association (IUOETA)              | 0.15                  | 0.15            | 0.15            | 0.15            |
| Contract Administration Fund (CAF)              | 0.13                  | 0.11            | 0.11            | 0.11            |
| CIRP (Rehabilitation Plan)                      | 0.08                  | 0.04            | 0.04            | 0.04            |
| Tool Allowance Fund                             | 0.06                  | 0.06            | 0.06            | 0.06            |
| D&A Policy                                      | 0.01                  | 0.01            | 0.01            | 0.01            |
| <b>Total Employer Contributions<sup>1</sup></b> | <b>5.75</b>           | <b>6.24</b>     | <b>TBD</b>      | <b>TBD</b>      |

| <b>Employee Deductions<sup>2</sup></b>       | <b>Effective Date</b> |                 |                 |                 |
|--|-----------------------|-----------------|-----------------|-----------------|
|  | <b>Expiry</b>         | <b>May 4/25</b> | <b>May 3/26</b> | <b>May 2/27</b> |
| Working Dues                                 | 0.78                  | 0.87            | TBD             | TBD             |
| CIRP (Rehabilitation Plan)                   | n/a                   | 0.04            | 0.04            | 0.04            |
| <b>Total Employee Deductions<sup>2</sup></b> | <b>0.78</b>           | <b>0.91</b>     | <b>TBD</b>      | <b>TBD</b>      |

| <b>Total Hourly Remittances</b>       | <b>Effective Date</b> |                 |                 |                 |
|---------------------------------------|-----------------------|-----------------|-----------------|-----------------|
|                                       | <b>Expiry</b>         | <b>May 4/25</b> | <b>May 3/26</b> | <b>May 2/27</b> |
| <b>All Straight Time and OT Hours</b> | <b>6.53</b>           | <b>7.15</b>     | <b>TBD</b>      | <b>TBD</b>      |

1. All Employer Contributions are to be calculated on the basis of "hours worked".
2. All Employee Deductions are to be calculated on the basis of "hours worked".  
The Union reserves the right to modify all Employee Deductions at their discretion upon providing sixty (60) calendar days' notice.

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**APPENDIX "A"**  
**DEFINITIONS AND ABBREVIATIONS**

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

- 1. BC Interior**  
Inclusive of the entirety of the BC Mainland not otherwise included within the definition of Vancouver Island and/or the Southwest Highway Corridors as defined herein.
- 2. CSA**  
Canadian Standards Association
- 3. Employee**  
Any individual who is a member of the Union, or such other person, employed by the Employer under the terms of this Collective Agreement.
- 4. Employer**  
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 will be considered to refer to an authorized representative of the Employer.
- 5. 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 |
- 6. IUOE**  
International Union of Operating Engineers
- 7. LRB**  
British Columbia Labour Relations Board
- 8. Local**  
An affiliated Local of the Union.
- 9. Local Resident Employee**  
An 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.

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**APPENDIX "A"****cont'd****DEFINITIONS AND ABBREVIATIONS**

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**10. Southwest Highway Corridors**

Inclusive of the following general highway corridors to the Canada/USA border in the south:

- (a) Highway 99 from Pemberton south, and
- (b) Highway 1 from Yale south and west, and
- (c) Highway 3 from Princeton south and west, and
- (d) Highway 5 south of the old Coquihalla Highway toll booth site.

Projects located within the Southwest Highway Corridors originate from the Employer's Vancouver Island Office.

**11. Union**

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 will be considered to refer to an authorized representative of the Union.

**12. Vancouver Island**

Inclusive of the entirety of Vancouver Island; all islands located off the west coast of Vancouver Island; all of the various Gulf Islands, Discovery Islands, and other islands located off the east coast of Vancouver Island; the Sunshine Coast Regional District; the qathet Regional District (formerly known as the Power River Regional District); and all islands and coastal communities along the northern BC coastline, etc.

**13. WorkSafeBC**

Workers' Compensation Board of BC

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**APPENDIX "B"**  
**SCHEDULE OF GENERAL HOLIDAYS**


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The following schedule of general holidays will be applicable to the interpretation of this Collective Agreement.

**1. 2025**

| <u>General Holiday</u>                    | <u>Actual Date</u>              | <u>Observed Date</u>            |
|---|---------------------------------|---------------------------------|
| New Year's Day                            | Wednesday, Jan. 1 <sup>st</sup> | Wednesday, Jan. 1 <sup>st</sup> |
| Family Day                                | Monday, Feb. 17 <sup>th</sup>   | Monday, Feb. 17 <sup>th</sup>   |
| Good Friday                               | Friday, Apr. 18 <sup>th</sup>   | Friday, Apr. 18 <sup>th</sup>   |
| Victoria Day                              | Monday, May 19 <sup>th</sup>    | Monday, May 19 <sup>th</sup>    |
| Canada Day                                | Tuesday, July 1 <sup>st</sup>   | Tuesday, July 1 <sup>st</sup>   |
| Friday Before BC Day                      | Friday, Aug. 1 <sup>st</sup>    | Friday, Aug. 1 <sup>st</sup>    |
| BC Day                                    | Monday, Aug. 4 <sup>th</sup>    | Monday, Aug. 4 <sup>th</sup>    |
| Labour Day                                | Monday, Sept. 1 <sup>st</sup>   | Monday, Sept. 1 <sup>st</sup>   |
| National Day for Truth and Reconciliation | Tuesday, Sept. 30 <sup>th</sup> | Tuesday, Sept. 30 <sup>th</sup> |
| Thanksgiving Day                          | Monday, Oct. 13 <sup>th</sup>   | Monday, Oct. 13 <sup>th</sup>   |
| Remembrance Day                           | Tuesday, Nov. 11 <sup>th</sup>  | Tuesday, Nov. 11 <sup>th</sup>  |
| Christmas Day                             | Thursday, Dec. 25 <sup>th</sup> | Thursday, Dec. 25 <sup>th</sup> |
| Boxing Day                                | Friday, Dec. 26 <sup>th</sup>   | Friday, Dec. 26 <sup>th</sup>   |

**2. 2026**

| <u>General Holiday</u>                    | <u>Actual Date</u>                | <u>Observed Date</u>              |
|---|-----------------------------------|-----------------------------------|
| New Year's Day                            | Thursday, Jan. 1 <sup>st</sup>    | Thursday, Jan. 1 <sup>st</sup>    |
| Family Day                                | Monday, Feb. 16 <sup>th</sup>     | Monday, Feb. 16 <sup>th</sup>     |
| Good Friday                               | Friday, Apr. 3 <sup>rd</sup>      | Friday, Apr. 3 <sup>rd</sup>      |
| Victoria Day                              | Monday, May 18 <sup>th</sup>      | Monday, May 18 <sup>th</sup>      |
| Canada Day                                | Wednesday, July 1 <sup>st</sup>   | Wednesday, July 1 <sup>st</sup>   |
| Friday Before BC Day                      | Friday, July 31 <sup>st</sup>     | Friday, July 31 <sup>st</sup>     |
| BC Day                                    | Monday, Aug. 3 <sup>rd</sup>      | Monday, Aug. 3 <sup>rd</sup>      |
| Labour Day                                | Monday, Sept. 7 <sup>th</sup>     | Monday, Sept. 7 <sup>th</sup>     |
| National Day for Truth and Reconciliation | Wednesday, Sept. 30 <sup>th</sup> | Wednesday, Sept. 30 <sup>th</sup> |
| Thanksgiving Day                          | Monday, Oct. 12 <sup>th</sup>     | Monday, Oct. 12 <sup>th</sup>     |
| Remembrance Day                           | Wednesday, Nov. 11 <sup>th</sup>  | Wednesday, Nov. 11 <sup>th</sup>  |
| Christmas Day                             | Friday, Dec. 25 <sup>th</sup>     | Friday, Dec. 25 <sup>th</sup>     |
| Boxing Day                                | Saturday, Dec. 26 <sup>th</sup>   | Monday, Dec. 28 <sup>th</sup>     |

**APPENDIX "B"****cont'd****SCHEDULE OF GENERAL HOLIDAYS**

The following schedule of general holidays will be applicable to the interpretation of this Collective Agreement.

**3. 2027**

| <u>General Holiday</u>                    | <u>Actual Date</u>               | <u>Observed Date</u>             |
|---|----------------------------------|----------------------------------|
| New Year's Day                            | Friday, Jan. 1 <sup>st</sup>     | Friday, Jan. 1 <sup>st</sup>     |
| Family Day                                | Monday, Feb. 15 <sup>th</sup>    | Monday, Feb. 15 <sup>th</sup>    |
| Good Friday                               | Friday, Mar. 26 <sup>th</sup>    | Friday, Mar. 26 <sup>th</sup>    |
| Victoria Day                              | Monday, May 24 <sup>th</sup>     | Monday, May 24 <sup>th</sup>     |
| Canada Day                                | Thursday, July 1 <sup>st</sup>   | Thursday, July 1 <sup>st</sup>   |
| Friday Before BC Day                      | Friday, July 30 <sup>th</sup>    | Friday, July 30 <sup>th</sup>    |
| BC Day                                    | Monday, Aug. 2 <sup>nd</sup>     | Monday, Aug. 2 <sup>nd</sup>     |
| Labour Day                                | Monday, Sept. 6 <sup>th</sup>    | Monday, Sept. 6 <sup>th</sup>    |
| National Day for Truth and Reconciliation | Thursday, Sept. 30 <sup>th</sup> | Thursday, Sept. 30 <sup>th</sup> |
| Thanksgiving Day                          | Monday, Oct. 11 <sup>th</sup>    | Monday, Oct. 11 <sup>th</sup>    |
| Remembrance Day                           | Thursday, Nov. 11 <sup>th</sup>  | Thursday, Nov. 11 <sup>th</sup>  |
| Christmas Day                             | Saturday, Dec. 25 <sup>th</sup>  | Monday, Dec. 27 <sup>th</sup>    |
| Boxing Day                                | Sunday, Dec. 26 <sup>th</sup>    | Tuesday, Dec. 28 <sup>th</sup>   |

**4. 2028**

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



## APPENDIX "C"

## VANCOUVER ISLAND TRAVEL MATRIX

|                | Port Hardy | Sayward | Gold River | Campbell River | Black Creek | Comox | Courtenay | Qualicum Beach | Parksville | Nanoose | Nanaimo | Ladysmith | Chemainus | Duncan | Lake Cowichan | Port Renfrew | Cobble Hill | Mill Bay | Sooke | Langford | Victoria | Sannich | North Saanich | Swartz Bay | Port Alberni | Bamfield | Tofino | Ukuelet | Qualicum Bay | Buckley Bay | Jordan River |
|----------------|------------|---------|------------|----------------|-------------|-------|-----------|----------------|------------|---------|---------|-----------|-----------|--------|---------------|--------------|-------------|----------|-------|----------|----------|---------|---------------|------------|--------------|----------|--------|---------|--------------|-------------|--------------|
| Port Hardy     |            | 2.50    | 4.00       | 3.50           | 4.75        | 5.00  | 4.75      | 5.50           | 5.75       | 6.00    | 6.50    | 7.00      | 7.25      | 8.00   | 8.25          | 10.50        | 8.25        | 8.50     | 10.00 | 9.25     | 9.75     | 9.50    | 10.00         | 10.25      | 6.75         | 10.50    | 10.25  | 9.50    | 5.50         | 4.75        | 10.50        |
| Sayward        | 2.50       |         | 2.75       | 0.25           | 1.00        | 1.50  | 1.50      | 2.25           | 2.50       | 2.75    | 3.50    | 4.00      | 4.25      | 4.75   | 5.00          | 7.50         | 5.00        | 5.25     | 7.25  | 6.00     | 6.50     | 6.25    | 6.75          | 7.00       | 3.50         | 7.50     | 7.25   | 6.50    | 2.25         | 1.50        | 7.50         |
| Gold River     | 4.00       | 2.75    |            |                |             |       |           |                | 3.25       | 3.50    | 4.00    | 4.50      | 4.75      | 4.25   | 5.75          | 8.00         | 4.50        | 4.75     | 6.50  | 5.50     | 6.00     | 5.75    | 6.25          | 6.50       | 4.00         | 8.00     | 7.75   | 7.00    | 2.75         | 2.25        | 8.00         |
| Campbell River | 3.50       | 0.25    | 0.75       |                |             |       |           | 0.50           | 0.75       | 1.00    | 1.75    | 2.25      | 2.50      | 3.00   | 3.25          | 5.50         | 3.25        | 3.50     | 4.25  | 4.25     | 4.75     | 4.50    | 5.00          | 5.25       | 1.75         | 5.50     | 5.50   | 4.75    | 0.50         |             | 5.75         |
| Black Creek    | 4.25       | 1.00    | 1.50       |                |             |       |           |                | 0.50       | 0.75    | 1.50    | 2.00      | 2.25      | 2.75   | 3.00          | 5.25         | 3.00        | 3.25     | 4.00  | 4.00     | 4.50     | 4.25    | 4.75          | 5.00       | 1.50         | 5.25     | 5.25   | 4.50    |              |             | 5.50         |
| Comox          | 5.00       | 1.50    | 1.25       |                |             |       |           |                | 0.25       | 0.50    | 1.25    | 1.75      | 2.00      | 2.50   | 2.75          | 5.00         | 2.75        | 3.00     | 3.75  | 3.75     | 4.25     | 4.00    | 4.50          | 4.75       | 1.25         | 5.00     | 5.00   | 4.25    |              |             | 5.25         |
| Courtenay      | 4.75       | 1.50    | 2.00       |                |             |       |           |                |            | 0.25    | 1.00    | 1.50      | 1.75      | 2.25   | 2.50          | 4.75         | 2.50        | 2.75     | 3.50  | 3.50     | 4.00     | 3.75    | 4.25          | 4.50       | 1.00         | 4.75     | 4.75   | 4.00    |              |             | 5.00         |
| Qualicum Beach | 5.50       | 2.25    | 3.00       | 0.50           | 0.25        |       |           |                |            |         |         | 0.25      | 0.50      | 1.00   | 1.50          | 3.75         | 1.50        | 1.75     | 2.50  | 2.50     | 3.00     | 2.75    | 3.25          | 3.50       |              | 4.50     | 4.50   | 3.75    |              |             | 4.75         |
| Parksville     | 5.75       | 2.50    | 3.25       | 0.75           | 0.50        | 0.25  |           |                |            |         |         |           | 0.25      | 0.75   | 1.25          | 3.25         | 1.00        | 1.25     | 3.00  | 2.00     | 2.50     | 2.25    | 2.75          | 3.00       |              | 4.00     | 3.75   | 3.00    |              |             | 4.00         |
| Nanoose        | 6.00       | 2.75    | 3.50       | 1.00           | 0.75        | 0.50  | 0.25      |                |            |         |         |           |           | 0.50   | 1.00          | 3.00         | 0.75        | 1.00     | 2.75  | 1.75     | 2.25     | 2.00    | 2.50          | 2.75       | 0.25         | 4.25     | 4.00   | 3.25    |              |             | 3.75         |
| Nanaimo        | 6.50       | 3.50    | 4.00       | 1.75           | 1.50        | 1.25  | 1.00      |                |            |         |         |           |           |        | 0.50          | 2.50         | 0.25        | 0.50     | 2.25  | 1.25     | 1.75     | 1.50    | 2.00          | 2.25       | 0.75         | 4.75     | 4.50   | 3.75    |              | 0.50        | 3.25         |
| Ladysmith      | 7.00       | 4.00    | 4.50       | 2.25           | 2.00        | 1.75  | 1.50      | 0.25           |            |         |         |           |           |        |               | 2.00         |             |          | 1.75  | 0.75     | 1.25     | 1.00    | 1.50          | 1.75       | 1.25         | 4.50     | 5.00   | 4.25    | 0.50         | 1.00        | 2.50         |
| Chemainus      | 7.25       | 4.25    | 4.75       | 2.50           | 2.25        | 2.00  | 1.75      | 0.50           | 0.25       |         |         |           |           |        |               | 1.75         |             |          | 1.50  | 0.50     | 1.00     | 0.75    | 1.25          | 1.50       | 1.50         | 4.75     | 5.25   | 4.50    | 0.75         | 1.25        | 2.25         |
| Duncan         | 8.00       | 4.75    | 4.25       | 3.00           | 2.75        | 2.50  | 2.25      | 1.00           | 0.75       | 0.50    |         |           |           |        |               | 1.25         |             |          | 1.00  |          | 0.50     | 0.25    | 0.75          | 1.00       | 2.00         | 5.25     | 5.75   | 5.00    | 1.25         | 1.75        | 1.75         |
| Lake Cowichan  | 8.25       | 5.00    | 5.75       | 3.25           | 3.00        | 2.75  | 2.50      | 1.50           | 1.25       | 1.00    | 0.50    |           |           |        | 0.75          |              |             |          | 1.50  | 0.50     | 1.00     | 0.75    | 1.25          | 1.50       | 2.50         | 3.50     | 6.25   | 5.50    | 1.50         | 2.00        | 2.00         |
| Port Renfrew   | 10.50      | 7.50    | 8.00       | 5.50           | 5.25        | 4.75  | 3.75      |                | 3.25       | 3.00    | 2.50    | 2.00      | 1.75      | 1.25   | 0.75          |              | 2.00        | 2.25     | 0.50  | 2.00     | 2.00     | 2.50    | 2.25          | 3.00       | 3.25         | 4.75     | 8.25   | 7.50    | 4.00         | 4.25        |              |
| Cobble Hill    | 8.25       | 5.25    | 4.50       | 3.25           | 3.00        | 2.75  | 2.50      | 1.50           | 1.00       | 0.75    | 0.25    |           |           |        |               | 2.00         |             |          | 0.50  |          | 0.25     |         | 0.50          | 0.75       | 2.50         | 4.50     | 6.25   | 5.50    | 1.50         | 2.00        | 1.50         |
| Mill Bay       | 8.50       | 5.50    | 4.75       | 3.50           | 3.25        | 3.00  | 2.75      | 1.75           | 1.25       | 1.00    | 0.50    |           |           |        |               | 2.25         |             |          | 0.25  |          |          |         | 0.25          | 0.50       | 2.25         | 4.75     | 6.25   | 5.50    | 1.75         | 2.25        | 1.00         |
| Sooke          | 10.25      | 7.25    | 6.50       | 4.25           | 4.00        | 3.75  | 3.50      | 2.50           | 3.00       | 2.75    | 2.25    | 1.75      | 1.50      | 1.00   | 1.50          | 0.50         | 0.50        | 0.25     |       |          |          |         | 0.50          | 0.75       | 4.25         | 6.25     | 8.00   | 7.25    | 3.50         | 4.00        |              |
| Langford       | 9.25       | 6.00    | 5.50       | 4.25           | 4.00        | 3.75  | 3.50      | 2.50           | 2.00       | 1.75    | 1.25    | 0.75      | 0.50      |        | 0.50          | 2.00         |             |          |       |          |          |         |               | 3.25       | 5.50         | 7.00     | 6.25   | 2.50    | 3.00         | 0.50        |              |
| Victoria       | 9.75       | 6.50    | 6.00       | 4.75           | 4.50        | 4.25  | 4.00      | 3.00           | 2.50       | 2.25    | 1.75    | 1.25      | 1.00      | 0.50   | 1.00          | 2.50         | 0.25        |          |       |          |          |         |               | 3.75       | 6.00         | 7.50     | 6.75   | 3.00    | 3.50         | 1.00        |              |
| Sannich        | 9.50       | 6.25    | 5.75       | 4.50           | 4.25        | 4.00  | 3.75      | 2.75           | 2.25       | 2.00    | 1.50    | 1.00      | 0.75      | 0.25   | 0.75          | 2.25         |             |          |       |          |          |         |               | 3.50       | 5.75         | 7.25     | 6.50   | 7.00    | 3.25         | 0.75        |              |
| North Saanich  | 10.00      | 6.75    | 6.25       | 5.00           | 4.75        | 4.50  | 4.25      | 3.25           | 2.75       | 2.50    | 2.00    | 1.50      | 1.25      | 0.75   | 1.25          | 3.00         | 0.50        | 0.25     | 0.50  |          |          |         |               | 4.00       | 6.25         | 7.75     | 7.00   |         | 3.75         | 1.50        |              |
| Swartz Bay     | 10.25      | 7.00    | 6.50       | 5.25           | 5.00        | 4.75  | 4.50      | 3.50           | 3.00       | 2.75    | 2.25    | 1.75      | 1.50      | 1.00   | 1.50          | 3.25         | 0.75        | 0.50     | 0.75  |          |          |         |               | 4.25       | 6.50         | 8.00     | 7.25   |         | 4.00         | 1.75        |              |
| Port Alberni   | 6.75       | 3.50    | 4.00       | 1.75           | 1.50        | 1.25  | 1.00      |                | 0.25       | 0.75    | 1.25    | 1.50      | 2.00      | 2.50   | 4.75          | 2.50         | 2.25        | 4.25     | 3.25  | 3.75     | 3.50     | 4.00    | 4.25          |            | 2.50         | 2.25     | 1.50   |         | 0.50         | 5.00        |              |
| Bamfield       | 10.50      | 7.50    | 8.00       | 5.50           | 5.25        | 5.00  | 4.75      | 4.50           | 4.00       | 4.25    | 4.75    | 4.50      | 4.75      | 5.25   | 3.50          | 4.75         | 4.50        | 4.75     | 6.25  | 5.50     | 6.00     | 5.75    | 6.25          | 6.50       | 2.50         |          | 6.25   | 5.50    |              | 4.25        | 6.00         |
| Tofino         | 10.25      | 7.25    | 7.75       | 5.50           | 5.25        | 5.00  | 4.75      | 4.50           | 3.75       | 4.00    | 4.50    | 5.00      | 5.25      | 5.75   | 6.00          | 8.25         | 6.00        | 6.25     | 8.00  | 7.00     | 7.50     | 7.25    | 7.75          | 8.00       | 2.25         | 6.25     |        |         |              | 4.00        | 8.25         |
| Ukuelet        | 9.50       | 6.50    | 7.00       | 4.75           | 4.50        | 4.25  | 4.00      | 3.75           | 3.00       | 3.25    | 4.00    | 4.50      | 4.75      | 5.25   | 5.50          | 7.50         | 5.25        | 5.50     | 7.25  | 6.25     | 6.75     | 6.50    | 7.00          | 7.25       | 1.50         | 5.50     |        |         | 3.25         | 7.50        |              |
| Qualicum Bay   | 5.50       | 2.50    | 2.75       | 0.50           |             |       |           |                |            |         |         | 0.50      | 0.75      | 1.25   | 1.50          | 4.00         | 1.50        | 1.75     | 3.50  | 2.50     | 3.00     | 2.75    | 3.25          | 3.50       |              | 3.75     | 3.50   | 2.75    |              |             | 4.25         |
| Buckley Bay    | 4.75       | 1.50    | 2.25       |                |             |       |           |                |            |         | 0.50    | 1.00      | 1.25      | 1.75   | 2.00          | 4.25         | 2.00        | 2.25     | 4.00  | 3.00     | 3.50     | 3.25    | 3.75          | 4.00       | 0.50         | 4.25     | 4.00   | 3.25    |              |             | 4.50         |
| Jordan River   | 10.50      | 7.50    | 8.00       | 5.75           | 5.50        | 5.25  | 5.00      | 4.75           | 4.00       | 3.75    | 3.25    | 2.50      | 2.25      | 1.75   | 2.00          |              | 1.25        | 1.00     |       | 0.50     | 1.25     | 1.00    | 1.50          | 1.75       | 5.00         | 6.00     | 8.25   | 7.50    | 4.25         | 4.50        |              |

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**APPENDIX "D"****LETTER OF UNDERSTANDING RE: APPRENTICE MECHANICS AND APPRENTICE WELDERS**

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**BY AND BETWEEN:****International Union of Operating Engineers Local 115****(the "Union")****AND:****Construction Labour Relations Association of BC**  
on its own behalf and on behalf of Copcan Civil Limited Partnership**(the "Employer")**  
**(collectively, the "Parties")**

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The following terms will apply pursuant to Article 13.000 of this Collective Agreement.


**A. Application**

1. Where this Letter of Understanding ("LOU") contains a provision respecting a matter set out in this Collective Agreement, the specified provision of this Collective Agreement will not apply and the terms and conditions of this LOU will apply on all work performed by the Employer. All terms and conditions of this Collective Agreement not otherwise superseded by this LOU will continue to apply.
2. Even if not included within this Collective Agreement, this LOU will be binding on the Parties and all relevant applicable provisions of this Collective Agreement (e.g. effective date and duration, grievance procedure, etc.) will also apply to this LOU.

**B. Apprentice Mechanics and Apprentice Welders**

1. The Employer will pay each Apprentice a lump sum bonus of three thousand dollars (\$3,000.00) after successful completion of each annual school session. The timing of such payment shall take place approximately one (1) month after the Apprentice returns to work with the Employer. Such timing is intended to ensure that there is no negative impact on the Apprentice's eligibility to collect EI while attending school. Such return is intended to be immediately following the conclusion of the school session.
2. The Parties shall work together as needed to ensure that all Apprentices are appropriately supervised by a Journeyperson while performing their duties, and are available to attend one (1) school session annually.



**C. Signatures of Parties**Dated this 22<sup>nd</sup> day of MAY, 2025Signed on behalf of  
Construction Labour Relations Association of  
BCTwo handwritten signatures in blue ink are written over two horizontal lines. The top signature is a stylized, somewhat horizontal scribble. The bottom signature is a more vertical, looping scribble.Dated this 27 day of May, 2025Signed on behalf of  
IUOE 115Two handwritten signatures in blue ink are written over two horizontal lines. The top signature is a stylized, somewhat horizontal scribble. The bottom signature is a more vertical, looping scribble.



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**APPENDIX "E"****LETTER OF UNDERSTANDING RE: ENABLING OF ALTERNATIVE SHIFT IN NANAIMO YARD/SHOP**

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**BY AND BETWEEN:****International Union of Operating Engineers Local 115**

(the "Union")

**AND:****Construction Labour Relations Association of BC**  
on its own behalf and on behalf of Copcan Civil Limited Partnership—

(the "Employer")

(collectively, the "Parties")

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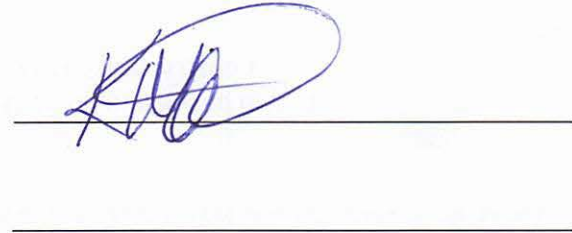
The following terms will apply pursuant to Article 13.000 of this Collective Agreement.

**A. Application**

1. Where this Letter of Understanding ("LOU") contains a provision respecting a matter set out in this Collective Agreement, the specified provision of this Collective Agreement will not apply and the terms and conditions of this LOU will apply on all work performed by the Employer. All terms and conditions of this Collective Agreement not otherwise superseded by this LOU will continue to apply.
2. Even if not included within this Collective Agreement, this LOU will be binding on the Parties and all relevant applicable provisions of this Collective Agreement (e.g. effective date and duration, grievance procedure, etc.) will also apply to this LOU.

**B. Alternative Shift in Nanaimo Yard/Shop**

The Employer may continue to utilize the alternative shift for work in it's Nanaimo yard/shop which was in place prior to this Collective Agreement being finalized by the Parties. Such alternative shift will be Tuesday to Saturday inclusive, and will be payable on the same basis as it would be if such alternative shift were Monday to Friday inclusive. To this end, work on the Monday/Sunday of an alternative shift week will be treated as work on the Saturday/Sunday, respectively, of a regular shift week. The historic application of such alternative shift will not be varied by the Employer without the prior mutual agreement, in writing, of the Union.

**C. Signatures of Parties**Dated this 22<sup>nd</sup> day of MAY, 2025Signed on behalf of  
Construction Labour Relations Association of  
BCA handwritten signature in blue ink, appearing to be 'K. L. L.', is written over two horizontal lines.Dated this 27 day of May, 2025Signed on behalf of  
IUOE 115A handwritten signature in blue ink, appearing to be 'K. L. L.', is written over two horizontal lines.

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**APPENDIX "F"****LETTER OF UNDERSTANDING RE: ENABLING OF WORK AT VARIOUS FACILITIES RELATED TO PULP MILLS, FOREST INDUSTRY, ETC.**

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**BY AND BETWEEN:****International Union of Operating Engineers Local 115**

(the "Union")

**AND:****Construction Labour Relations Association of BC**

on its own behalf and on behalf of Copcan Civil Limited Partnership

(the "Employer")

(collectively, the "Parties")

---

The following terms will apply pursuant to Article 13.000 of this Collective Agreement.

**A. Application**

1. Where this Letter of Understanding ("LOU") contains a provision respecting a matter set out in this Collective Agreement, the specified provision of this Collective Agreement will not apply and the terms and conditions of this LOU will apply on all work performed by the Employer. All terms and conditions of this Collective Agreement not otherwise superseded by this LOU will continue to apply.
2. Even if not included within this Collective Agreement, this LOU will be binding on the Parties and all relevant applicable provisions of this Collective Agreement (e.g. effective date and duration, grievance procedure, etc.) will also apply to this LOU.

**B. Nature of Work**

The Employer may provide an Employee with the opportunity to work a Saturday, Sunday, and/or General Holiday shift pursuant to at least one (1) of the following:

1. Unload barges at Nanaimo Forest Products Harmac Pacific Pulp Mill ("Harmac"), and/or
2. Unload barges at Duke Point Terminal and haul to Harmac, and/or
3. Unload barges at Catalyst Crofton Mill ("Crofton"), and/or
4. Unload barges at Duke Point Terminal and haul to Crofton, and/or
5. Log sort grinding or related work at any of the Mosaic Forest Management (i.e. TimberWest, or Island Timberlands) log sort facilities, and/or
6. Log sort grinding or related work at the private Jemico site in Chemainus.

**C. Enabled Terms and Conditions**

The following enabled terms and conditions will apply only to work which has been provided pursuant to item B above.

1. An Employee reserves the right to decline to work such shift(s) at their sole discretion. No Employee that exercises their right to decline work will be discriminated against for having done so.

## APPENDIX "F"

cont'd

## LETTER OF UNDERSTANDING RE: ENABLING OF WORK AT VARIOUS FACILITIES RELATED TO PULP MILLS, FOREST INDUSTRY, ETC.

2. The Employer will pay the first twelve (12) hours of applicable overtime daily at one and one-half times (1.5x) the otherwise applicable minimum straight time hourly wage rate, regardless of whether such overtime is worked on a Saturday, Sunday or General Holiday. All additional overtime will be payable at two times (2x) the otherwise applicable minimum straight time hourly wage rate.

## D. Signatures of Parties

Dated this 22<sup>nd</sup> day of May, 2025Dated this 27 day of May, 2025

Signed on behalf of  
Construction Labour Relations Association of  
BC

Signed on behalf of  
IUOE 115

