

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

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

On its own behalf and on behalf of: Malcolm Drilling Company Inc.

MAY 1, 2025 to APRIL 30, 2028

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BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

(Hereinafter referred to as the "Union")

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

On its own behalf and on behalf of: Malcolm Drilling Company Inc.

(Hereinafter referred to as the "Employer")

ARTICLE 1: OBJECTS

- 1.01 The objects of this Collective Agreement are to stabilize the Construction Industry; provide fair and reasonable working conditions and job security for Employees in the industry; promote harmonious employment relationships between Employers and Employees, provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Collective Agreement, prevent strikes and lockouts, enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; and, promote good public relations.

ARTICLE 2: DURATION

- 2.01 This Collective Agreement is for the period from May 1, 2025 to April 30, 2028 inclusive, and from year to year thereafter subject to the right of either party to require the other party to commence collective bargaining. Notice to commence collective bargaining may be served within four (4) months immediately preceding the expiry date of the Collective Agreement, or three (3) months preceding the anniversary date in any year thereafter.
- 2.02 Should either party give written notice in accordance with this Article, this Collective Agreement will thereafter continue in full force and effect until the Union gives notice of strike; the Employer gives notice of a lockout or the Parties conclude a renewal or revision of this Collective Agreement, or a new Collective Agreement.
- 2.03 The operation of Sections 50 (2) and (3) of the *Labour Relations Code* of British Columbia are hereby excluded.

ARTICLE 3: EXTENT

3.01 Application

- (a) This Collective Agreement applies to all Employees of the Employer performing work in the Province of British Columbia and the Yukon Territory except office and sales staff, superintendents, surveyors, soil testing and monitoring, and those excluded by the Labour Relations Code. This Collective Agreement is binding on the Employer and the Union and their respective successors and assigns.
- (b) On work that is covered by the Hydraulic Dredging Collective Agreement and/or the Mainline Pipeline Collective Agreement of the Pipe Line Contractors Association of Canada, such work will be performed under the conditions set out in the aforementioned Collective Agreements.

3.02 Sub-contractors

- (a) The terms of this Collective Agreement will apply to all sub-contractors or sub-contracts let by the Employer. The Employer agrees to engage only those sub-contractors:
 - (i) Who employ members of the Union; or
 - (ii) Who will hire members of the Union in accordance with Article 9: Union Shop of this Collective Agreement to perform any work falling within the jurisdiction of the Union on the work sub-contracted.
- (b) The Employer signatory to this Collective Agreement is responsible for enforcing the wages and conditions of this Collective Agreement on the sub-contractor.
- (c) This Article does not supersede Article 15.01: Jurisdiction of this Collective Agreement.

3.03 Owner/Operators

- (a) For the purpose of this Article, the following classifications are not recognized as owner/operators: Heavy Duty Mechanics, Welders, Service Truck Operators and Heavy Duty Greasers.
- (b) Where an Owner/Operator performs work for which they have been hired, or which they have sub-contracted, they must, prior to commencing such work, be, or become a member of and obtain a clearance from the Union within whose jurisdiction the work is to be performed. They must abide by all the provisions of this Collective Agreement, and will, when working beyond five (5) working days, be accorded all rights, benefits and privileges of this Collective Agreement.
- (c) When the Owner/Operator works beyond five (5) working days, they will become an Employee, and be paid wages in accordance with the hours of work and wage rates of this Collective Agreement. (Such payment will not include time spent in the repair, servicing or maintaining of their own equipment.)
- (d) Payment of wages will be made separate to any other payments to which, for any reason, they will or may become entitled.

- (e) When the Employer rents equipment, the operators of such rented equipment will be members of the Union.
- (f) It is agreed that the intent of this Article is to ensure the observance of its provisions for all persons performing work covered by this Collective Agreement.
- (g) It is further agreed that this Collective Agreement prohibits the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Collective Agreement, or depriving any Employee of employment.

ARTICLE 4: WAGES

4.01 Hourly Wage Rates

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

4.02 Benefits Plan and Pension Plan

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

4.03 Annual Vacation and General Holiday Pay

- (a) Vacation and General Holiday Pay is accrued at the rate of twelve percent (12%) of gross earnings (six percent [6%] for annual vacation and six percent [6%] for General Holidays) and will be paid to the Employee on each regular pay day.
- (b) Each Employee is entitled to a minimum vacation period of four (4) weeks each year. Employees with ten (10) years of service or greater will be entitled to a vacation period of six (6) weeks each year. The vacation period will be arranged by mutual agreement between the Employees and the Employer.
- (c) The recognized General Holidays are:

- | | | |
|--|---|------------------------------|
| • New Year's Day | • Family Day | • Good Friday |
| • Easter Monday | • Victoria Day | • Canada Day |
| • Friday prior to British Columbia Day | • British Columbia Day | • Friday prior to Labour Day |
| • Labour Day | • National Day for Truth and Reconciliation | • Thanksgiving Day |
| • Remembrance Day | • Christmas Day | • Boxing Day |

and any day declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day, National Day for Truth and Reconciliation, Remembrance

Day and Christmas Day except in case of emergency. All work performed on General Holidays will be paid for at two times (2X) the rate of pay.

- (d) When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed.
- (e) When Christmas and Boxing Days fall on Saturday and Sunday the following Monday and Tuesday will be observed.
- (f) Canada Day is to be observed on July 1st. For those workers employed on out-of-town projects, if July 1st falls on Tuesday, Wednesday or Thursday, the holiday may be observed on the Monday prior; to be mutually agreed upon between the Union and Employer.

4.04 Payment of Wages

- (a) Employees will be paid every Friday by direct deposit, to the Employee's bank account, of all wages earned. Where the pay day falls on a General Holiday, the Employee's pay will be deposited on Thursday. There will not be more than five (5) working days' holdback prior to the date of payment provided that, if a General Holiday falls on the regular pay day, payment will be made the preceding day. Exchange charges will be added to the cheque or otherwise provided for by the Employer.
- (b) Expense claims will be processed within seven (7) days of the Employer receiving a completed expense claim form. Expense payments will be made in accordance with the Employer's reimbursement processes with the next available payment run. If expenses are added to an Employees pay, they will be shown as a separate line item on the paystub.
- (c) In the event an Employer fails to pay wages in accordance with this Article, the Union is free to take any economic action it deems necessary against such Employer, and such action will not be considered a violation of this Collective Agreement.
- (d) The Employer will provide a separate or detachable itemized statement with each pay period, showing the number of hours at straight time and at overtime, the wage rate, contributions and total deductions from the amount earned with a year to date total. It is further understood that itemized pay slips will be provided no later than the end of the shift on Friday and may be sent electronically to the Employee's e-mail address and/or printed out and hand-delivered. The Employer will ensure Employees receive access to their pay slip.
- (e) When Employees are terminated, they must be given sufficient notice to pick up their tools and personal effects before completion of their shift. Failing this, they will be paid for one (1) hour at straight time to do so.
- (f) If an Employee is terminated after leaving the job site, and it becomes necessary for them to return to pick up tools and personal effects, they will be paid transportation and travel time as provided in Article 7: Transportation. Final pay will be deposited to the Employee's account within two working days following layoff.
- (g) An Employer may be required to deposit a twenty-five thousand dollars (\$25,000.00) bond for use in default of payment of wages and Employer and Employee contributions as listed in this Collective Agreement.

4.05 Higher Wage Rates

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

4.06 Site Specific Training

- (a) The Employer will pay the cost of any site specific training (including paying for the time to attend the course at straight time rates) they require an Employee to take before reporting to a specific job. It is agreed this Article does not apply to any training which the Employee received prior to being dispatched to the specific job period.
- (b) This Article also applies to commencing any indoctrinations/onboarding done before arriving to site.

4.07 Confined Space

When Employees are required to work inside hulls, scows or derricks that are not designated as a normal work area, which are defined as a "confined space" by the Occupational Health & Safety Regulations, they will receive a premium of four dollars (\$4.00) per hour over and above their regular hourly rate. A two (2) hour minimum will apply. To claim this premium, the necessary confined space paperwork must be properly filed.

4.08 Pipes and Pipe Caissons

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

4.09 Underground

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

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

5.01 Hours of Work

- (a) Eight (8) hours will constitute a day's work between the hours of 7:00 a.m. and 3:30 p.m. Five (5) days of eight (8) hours, i.e. forty (40) hours Monday through Friday, will constitute a week's work at straight time rates of pay. The start of the work week is Monday 7:00 a.m.
- (b) On single shift operations, the regular hours will be observed, except when varied to comply with government regulations when posted or where there is good reason for varying regular hours due to climatic or transportation conditions, subject to agreement between the Employer and the Union.

- (c) The starting time and quitting time of all shifts will be at the tool lock up or change room.
- (d) Employees required to attend a safety meeting, perform pre-shift work, complete a Field Level Risk Assessment card prior to the start of their shift, will receive the prevailing overtime rate of pay.

5.02 Shifts and Shift Differential

- (a) Where additional shifts are not continued for five (5) consecutive days or more, or for the duration of the project, such additional shifts will be considered overtime and paid for at two times (2X) the rate of pay. Where less than five (5) days are required for tide work the minimum number of days will be three (3).
- (b) When three (3) shifts are required and continued in accordance with paragraph (a) above, eight (8) hours of work will constitute the second shift for which nine (9) hours will be paid. Eight (8) hours of work will constitute the third shift for which nine and one half (9½) hours will be paid.
- (c) When two (2) shifts are required and continued in accordance with paragraph (a) above, eight (8) hours of work will constitute the second shift for which nine (9) hours will be paid.
- (d) Shift differential on straight time days will be paid at straight time and on overtime days at the prevailing overtime rate.
- (e) A shift commencing on one (1) day and continuing into the next day will be considered as work performed on the day on which the shift commences.
- (f) When two (2) twelve (12) hour shifts are directly cross shifted covering the twenty-four (24) hours of the day, the first shift will be paid one-half (½) hour shift differential and the second shift will be paid one (1) hour shift differential.
- (g) All hours worked in excess of eight (8) hours on any shift will be paid for at overtime rates.
- (h) On double shift operations when hours in excess of the regular number of shift hours are scheduled, the starting time of the second shift will be adjusted accordingly.
- (i) On double shift operations when more than fifty percent (50%) of the shift is worked during the third shift, then the third shift differential will apply to that shift.

5.03 Multiple Shifting

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

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

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

- (b) It is understood that the day shift must be worked and other shifts must be worked in conjunction.
- (c) Shift differentials are to apply.
- (d) When two shifts are required, they will be rotated at least once every two (2) weeks subject to the ability of the crew, based on a vote of the majority of the crew, to waive this requirement. This vote will be managed by the Union. Where an individual Employee would prefer to remain on night shift they may request this from the Employer and, based on mutual agreement, may do so.
- (e) When three (3) shifts are worked, shift rotation will be every week. The shift rotation will be:
 - Days to Graveyard
 - Afternoons to Days
 - Graveyard to Afternoon
- (f) Where, for the purpose of utilizing daylight hours, it is agreed between the Employer and the Union to vary the starting time from 7:00 a.m. on a two shift operation each shift will consist of eight (8) hours worked for which nine (9) hours is paid.

5.04 Variation in Shift Starting Time

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

5.05 Call Out Time

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

- (iii) on scheduled overtime not connected to the regular shift four (4) hours at two times (2X) the rate of pay.

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

- (b) Where an Employee reports, at the request of their Employer, and performs work at overtime rates prior to their regular starting time, such time will be considered as overtime only and not considered in calculating their daily minimum's under this Article.
- (c) In all cases, add kilometres and travel time where applicable.

ARTICLE 6: OVERTIME

- 6.01
 - (a) Shift overtime worked up to two (2) hours per day prior to shift start time or after an eight (8) hour shift, Monday through Friday, will be paid at time and one half (1½X). All other hours will be paid at two times (2X) the rate of pay.
 - (b) All hours worked before 6:00 a.m. will be paid at two times (2X) the rate of pay.
 - (c) Saturday may be worked for a minimum of eight (8) hours between 7:00 a.m. and 3:30 p.m. or accepted variations and paid at time and one half (1½X).
 - (d) Sundays or General Holidays will be paid at two times (2X) the rate of pay.
 - (e) All other hours worked outside the regular hours or the accepted variations and outside the established shift hours, will be considered overtime until a break of ten (10) hours occurs and will be paid for at the two times (2X) the rate of pay.
- 6.02 For a shift on the Saturday immediately following Good Friday, Friday prior to BC Day, and Friday prior to Labour Day to be considered scheduled Employees must be notified no later than seventy-two (72) hours prior to the commencement of the Saturday shift unless previously addressed at a project pre-job meeting. If the shift is not scheduled in accordance with this provision, it will be compensated as unscheduled overtime in accordance with Article 5.05, excluding the Employers ability to cancel the shift in accordance with the final paragraph of 5.05(a).
- 6.03 Overtime worked will be computed daily in units of not less than thirty (30) minutes. For the purposes of this calculation, any portion of thirty (30) minutes worked will be considered as thirty (30) minutes.

ARTICLE 7: TRANSPORTATION

7.01 Hiring and Termination

- (a) When, upon commencing employment on a job, Employees are required to travel to the job, they will receive from the Employer the cost of transportation from the transportation

terminal nearest to the Employee's domicile, including meals, travelling time and a sleeper if night travel is necessary.

- (b) If an Employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job will be deducted by the Employer.
- (c) (i) If an Employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return transportation, meals and a sleeper if night travel is necessary and travel time will be paid by the Employer.
- (ii) If an Employee quits or is discharged when having been on the job thirty (30) calendar days, return transportation, meals, travelling time and a sleeper if night travel is necessary, will be paid by the Employer. Travel time will be paid in accordance with Article 7.01(d).

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

- (i) Subject to the same conditions as govern transportation, travel time will be paid to and from all out-of-town jobs. (Jobs on which the Employee does not return home daily). A minimum travel time will be paid to and from all out-of-town jobs (each way). A minimum of four (4) hours travel time will be paid to each Employee. When travel time exceeds four (4) hours, then actual hours to a maximum of twelve (12) will be paid in any twenty-four (24) hours. All travel time will be paid at straight time rates.
- (ii) If an Employee is required to work on day of travel to or from an out-of-town job then:
 - (A) the Employee will not receive less than eight (8) hours pay.
 - (B) any hours traveled during regular shift hours will apply in calculating hours for shift guarantees.
 - (C) any time worked during regular shift hours will be paid at straight time rates; overtime applies for any hours worked outside of regular shift hours.
- (iii) The Employer may not require any Employee, other than in exceptional circumstances and with the Employee's agreement to:
 - (A) travel before 5:00 a.m.
 - (B) travel after 12:00 midnight; or
 - (C) work and travel for a total of more than twelve (12) hours in a twenty-four (24) hour period. An Employee may elect to take room and board if the total of work and/or travel time exceeds twelve (12) hours in a twenty-four (24) hour period.
 - (D) travel on any weekend where the Friday and/or Monday is a General Holiday.
- (e) When an Operating Engineer is required to provide Mechanic's tools, all costs of transporting such tools to and from the job will be borne by the Employer, subject to the same conditions as govern transportation.

- (f) The Employer will reimburse the Employee for baggage fees incurred, up to two checked bags of fifty (50) pounds each. Beyond the fifty (50) pounds the Employer will ship work related excess baggage upon request. This will also apply to periodic leaves.
- (g) If the Employer fails to provide work and requires an Employee to standby for more than two (2) consecutive shifts, the Employee, at their option, will be deemed to have been laid off, and the cost of return transportation, meals, and a sleeper, if night travel is necessary, and travel time will be paid by the Employer. Call out time without work does not constitute work provided.
- (h) Union members dispatched to jobs before jobs are ready will be paid waiting time at the regular rate of pay until the job starts, or have their return transportation paid.
- (i) When Employees are accommodated in a hotel, motel or similar or when Employees are required to travel on a private road, resource road or access road, the Employer will provide transportation from a designated marshalling point to the job site and return.

7.02 Periodic Leave

- (a) On "out of town" projects the Employer will make a reasonable effort to provide leave every twenty-eight (28) calendar days and will provide leave at intervals not exceeding thirty (30) calendar days. The schedule of leaves is to be agreed at a pre-job meeting between the Union and the Employer.
- (b) This schedule of leaves is to be made available to the Employee prior to being dispatched or assigned to the project.
- (c) The Employer will provide first class transportation and expenses to the point of departure and back to the job. If the interval exceeds twenty-eight (28) calendar days, travel time will be paid in accordance with paragraph 7.01 (d).
- (d) Employees required to work beyond thirty (30) calendar days will receive two times (2X) the rate of pay for all hours worked beyond the thirty (30) days until the next periodic leave, unless a variation has been agreed at a pre-job meeting or by mutual consent between the Union and the Employer in special circumstances.
- (e) The phrase "out of town projects" contained in the Collective Agreement is defined as projects where an Employee's travel distance is prohibitive to returning home daily or on weekends. Projects of this nature will be discussed with the Union prior to the commencement of the job to establish turnaround provisions.
- (f) The extent of the leave will be for a minimum of five (5) days to a maximum of seven (7) days or a number of days mutually agreed between the Union and the Employer's representative. If the leave includes a General Holiday, the extent of the leave will be for a minimum of six (6) to a maximum of eight (8) days. The timing of the leave will also be decided by mutual agreement. In no event will an Employee receive leave unless they actually return to their place of departure.

- (g) Employees qualifying for leave will be returned to the transportation terminal nearest to the Employee's domicile except members from other locals or out of province Employees who will be returned to the point of dispatch within the Province of British Columbia.
- (h) At Christmas shut-downs, all Employees will be paid return fare, provided they return to the job. In the case of Employees not returning to the job after the shutdown, the provisions of Article 7.01: Hiring and Termination will apply.
- (i) There will be no cash payment in lieu of periodic leave unless mutually agreed between the Union and the Employer.

7.03 Out of Province Travel

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

7.04 Daily Air Travel

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

7.05 Standby Pay – Out of Town Projects

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

7.06 Daily Boat Travel

- (a) When Employees are required to travel by boat beyond five (5) minutes each way, the Employee will receive travel time at straight time rates for all time spent travelling beyond the five (5) minutes. The time spent for boat travel may be determined at a pre-job meeting between the Employer and the Union.
- (b) Where an Employee is required to accompany a dredge or drill boat under tow, they will be paid for the regular hours of work as defined in Article 5.01: Hours of Work and at overtime rates where required to work outside of the regular hours.
- (c) It is illegal to travel outside any harbour on pile driving or tug boats, and Employees are subject to a fine for travelling thereon. Since a line drawn between Point Atkinson and Point Roberts is designated as the dividing line, all travel outside of that area will be by passenger service.

7.07 Local



This map provided for illustrative reference. In the event of a discrepancy between the map and the specific descriptions below the descriptions will be determinative.

- (a) The free zone is established as follows:

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

- (b) The travel zone is established as the area between Squamish and Prest Road in Chilliwack including a line which extends from Prest Road to Harrison Mills bridge excluding the area defined as the free zone in paragraph (a) above.
- (c) Projects located within the District of Squamish are defined as Option locations in accordance with paragraph (e) below for any Employee who resides in the areas described in paragraphs (a) or (b) above.
- (d) There will be no daily travel on any project located within the free zone. On any project located in the travel zone Employees who use their personal vehicle will be paid seventy-two cents (\$0.72) per kilometre (adjusted annually to the maximum tax-free amount allowable under CRA guidelines) for any kilometres driven within the travel zone. An Employee who is a passenger in a personal vehicle will be paid one-half ($\frac{1}{2}$) of the amount payable to the driver in the same vehicle.

- (e) Beyond forty-eight kilometres (48 km) and within a one hundred and twenty kilometres (120 km) limit, an Employee may elect to accept room and board as provided by the Employer or to receive the equivalent amount as described in paragraph (l) below. Once the Employee has exercised such option, no change will be permitted unless agreed to by the Employer.

This option is restricted to Local Residents regardless of whether the accommodation is a camp, hotel, motel or similar.

- (f) Employees required to change locations within regular working hours will be paid as if working and if using their own vehicle, will be paid an additional seventy-two cents (\$0.72) per kilometre (adjusted annually to the maximum tax-free amount allowable under CRA guidelines)
- (g) Should the Employer move Employees from one (1) out-of-town job to another in the same geographical area, travel time will be paid as if working, provided that the move is made during the work week.

If the move is made to a different job and different accommodation after a weekend break where the Employees have returned home, then Article 7 applies (as for a new job).

- (h) Where an Operator leaves their car in the Employer's yard, and has to leave their crane on the job site or vice versa, and has to return to the yard or vice versa, the Employee will be paid travelling time at the prevailing rate for time required to return to their car. Where transportation is necessary, it will be provided by the Employer.
- (i) When an Employer vehicle is used to transport workers to and from jobs, it will meet Transport Canada Safety Standards and comply with WorkSafeBC Occupational Health and Safety Regulations. The passenger compartment will be enclosed, heated, with proper ventilation and fixed seats. There will be no construction equipment or supplies placed in the passenger compartment while Employees are being transported. When the majority of workers transported are members of this Union, the driver must be a member of this Union. If a member of this Union is required to drive this vehicle, their travel time be computed from the first kilometre, seventy-one cents (\$0.71) per kilometre. The vehicle driver will also receive a payment equivalent to twenty kilometres. (20 km) upon submission of a properly completed daily Vehicle Pre-Trip Inspection to the Employer in accordance with OHS Regulations 17.2.1(1) and 17.2(c).
- (j) An Employee required to drive or deliver a crummy or pilot car to or from an out-of-town job will be paid for all hours at straight time.

(k) Camps, Hotels and Motels

- (i) In hotel, motel and camp accommodation, there will be a fifteen kilometre (15 km) free zone in order to facilitate single room accommodation or thirty kilometres (30 km) free zone to facilitate single room accommodation with a kitchenette. Beyond the fifteen (15) or thirty kilometres (30 km) free zone, travel time will be paid in accordance with Article 7.07(l)(i).

- (ii) Where camps are maintained and the distance to the work area exceeds three hundred and eight (308) metres from the camp, transportation to and from the work area will be provided in vehicles conforming to WorkSafeBC regulations.
- (iii) It is understood and agreed that time spent in travelling to and from the job site beyond the first three hundred and eight (308) metres will be paid for at the appropriate rates of pay.

(l) Projects – Free Zone

- (i) There will be a thirty kilometre (30 km) free zone around any project not located within the free zone or the travel zone. For Local Residents, mileage will be paid at seventy-two cents (\$0.72) per kilometre (adjusted annually to the maximum tax-free amount allowable under CRA guidelines) to an Employee who uses their personal vehicle from the boundary of the free zone around the project. An Employee who is a passenger in a personal vehicle will be paid one-half (½) of the amount payable to the driver in the same vehicle. The project must be within the one hundred and twenty kilometres (120 km) zone as outlined in the definition of a Local Resident.
- (ii) In case of the Employer providing transportation, Employees will be paid in accordance with the passenger in the above paragraph.

(m) Local Resident

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

ARTICLE 8: WORKING CONDITIONS

- 8.01 (a) Lunch periods will be taken at mid-shift subject to the paragraph below and/or as predetermined and agreed, for project specific reasons.
- (b) The lunch meal may be taken one-(1) hour either side of mid-shift, e.g. shift of 7:00 a.m. to 3:30 p.m. – mid shift is 11:00 a.m. Lunch may be taken as early as 10:00 a.m. and is to be consumed by 12:30 p.m.
- (c) Where an Employee is required to work through this time period, such Employee will be paid one-half (½) hour at the applicable overtime rate and will be given reasonable time to consume their lunch. Such time will be paid for as part of the daily overtime.

8.02 Rest Breaks

- (a) Two (2) breaks of ten (10) minutes each, but not more, will be allowed during the regular shift. Time of these breaks will be mutually agreed upon and the entire crew may take the break simultaneously.
- (b) Where work is scheduled for a period of ten (10) hours, a third rest break will be taken at the end of the eighth (8th) hour.

- (c) If a crew is required to work after the regular shift in excess of ten (10) hours a hot meal will be provided by the Employer. There will be no loss of time to the Employees during this period and work will continue. If the Employer takes the Employees to a restaurant in lieu of the above, they will not be considered working during that period. A fourth rest break will be taken after ten (10) hours and continue on that basis every two (2) hours.
 - (d) Where it is impractical to have a hot meal, a meal allowance will be included on the next regular pay cheque. The meal allowance will be twenty-three dollars (\$23.00) or the maximum non-taxable amount allowable by CRA.
 - (e) If the Employee continues to work after this lunch or meal, they will be provided with a hot meal at four (4) hour intervals thereafter on the same basis as provided above.
- 8.03 (a) Employer supplied drinking water in sealed and approved sanitary bottles and containers will be provided. Paper cups will be supplied upon request.
- (b) Where possible, hand washing water will be heated potable water to prevent the spread of communicable disease and promote a safe and healthy worksite. Hand soap, cleaner and sanitizer will be supplied.
- 8.04 If requested the Employer will provide a termination slip upon termination, which will state the reason for the Employee's termination, and whether or not the Employee is eligible for rehire. A copy of the termination slip will be supplied within three (3) calendar days upon request of the Union.
- 8.05 Adequate time will be allowed prior to quitting time for pickup of tools.
- 8.06 (a) Suitable all gender accommodations for meals and a place for Employees' tools and clothing will be provided by the Employer on all jobs. Such lock-up will have tables, benches, adequate lighting and ventilation and provision for continuous twenty-four (24) hours per day heat for drying clothing. It will be kept clear of construction materials and equipment.
- (b) The Employer will provide heated trailers with all gender flush toilets and heated water for hand washing to prevent the spread of communicable disease and promote a safe and healthy worksite. Where this is not practicable, the Employer will notify the Union in advance. Where flush toilets are not available, all gender portable facilities must be provided with hand sanitizer. Marine derricks in service as of May 1, 2025 that do not have flush toilets will be grandparented until their next scheduled dry dock cycle.
- 8.07 (a) In case of fire, burglary or marine wreck (as defined by the Insurance Act) on property or premises provided by the Employer, the Employer will protect the value of an Employee's work clothes up to a total of twelve hundred dollars (\$1,200.00). The Employer will also provide insurance for the Employees' required tools to a total value of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer.
- (b) The Employer will supply the required forms and obtain the inventory from each Employee. The Employee will receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer. Where an Employee fails to file an inventory their rights to submit a claim is waived.

- 8.08 On pile driving work where the Employer has not appointed an Operating Engineer Foreperson, Crane Operators will come under the authority of the pile driving foreperson, and will be expected to take orders from this foreperson only.
- 8.09 When required by the Employer, the Employer will pay all costs of obtaining operators' licenses required under the *Motor Vehicle Act* for all Employees covered by this Collective Agreement.
- 8.10 No Employee will be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interests of the Union.
- 8.11 (a) All Employees who request coveralls will have these supplied by the Employer and replaced upon normal wear and tear. Mechanics will be supplied with rain gear by the Employer and replaced upon normal wear and tear. Employees are expected to take reasonable care of coveralls supplied. Shop crews only will have coveralls supplied and cleaned by the Employer. In the event that an Employee does not return the coveralls or rain gear supplied to them by the Employer, the Employer will deduct this cost from the Employee.
- (b) Essential protective clothing including Welder's gloves, rigging gloves, rigging belts, CSA approved safety harnesses, chainsaw chaps, respirators, high visibility vests, protective vests or leather jackets and noise abatement devices will be supplied at no charge to the Employee. The Employer will supply proper fitting personal protective equipment/coveralls for all gender workers.
- (c) In the event that an Employee does not return the foregoing items supplied to them by the Employer, the Employer will charge the cost of same to the Employee and deduct this cost from any money owing to the Employee.
- (d) Life jackets, hard hats, suspensions for hard hats, Welder's goggles, fire retardant coveralls for Welders and magnifying glasses for Welder's helmets will be provided by the Employer where necessary on a charge out basis at cost, such cost to be deducted from the Employee's earnings and refunded at such time as the Employee returns the items to the Employer in reasonable condition, subject to normal wear and tear. The Employer agrees to the replacement of glass and other reasonable repairs to welding helmets for damage occurring to the Employee's helmet while in the employ of the Employer.
- 8.12 Waterless hand cleaner will be supplied at all mechanical operations covered by this Collective Agreement.
- 8.13 (a) When a Mechanic leaves the employ of the Employer, the Employer will be required to pay the cost of shipping the Mechanic's tools. Tools will be shipped within forty-eight (48) hours, (excluding weekends and holidays), of an Employee leaving their employment, subject to the same conditions as govern transportation.
- (b) Where the Employer fails to comply with the above, unless proper reasons for the delay are forthcoming, the Employee will be deemed to be still on the payroll of the Employer and will receive their usual wages and all other conditions of this Collective Agreement until there is compliance with these provisions.

- 8.14 (a) It is agreed a telephone(s) will be made available to all Employees at all times for incoming or outgoing emergency purposes and that incoming messages will be relayed immediately. No Employee will be permitted to use a cell phone or smart phone for personal purposes during working hours, excluding rest and meal breaks, except in case of an emergency.
- (b) Job Stewards will be allowed to use a personal cell phone during working hours in a safe manner for work-related matters without discrimination.

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

8.16 Lighting

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

8.17 Welder Retest

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

8.18 Employee Personal Work Clothing Fund

The Employer will pay fifteen cents (\$0.15) per hour worked to each Employee for the purposes of purchasing Safety Boots or Prescription Safety Glasses. This payment will be identified as a separate item on the Employee's paystub.

8.19 Indemnity Clause

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

ARTICLE 9: UNION SHOP

9.01 (a) The Union will maintain a Dispatch Office or offices from which the Employer will hire all Employees.

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

9.02 Hiring

(a) When Employees, including Forepersons, are required only Union members having confirmation from the Union will be hired.

- (b) Apprentices and trainees, as required, will be hired through and in accordance with the Operating Engineers' (Local 115) Training Association as outlined in Article 14: Operating Engineers' (Local 115) Training Association of this Collective Agreement.
 - (c) The Union will be given at least forty-eight (48) hours' notice between Monday, 8:00 a.m. and Friday, 5:00 p.m., to complete the dispatch.
 - (d) When Union members are not available in British Columbia, then the Employer may obtain Employees elsewhere, it being understood that Employees so hired will meet Union and tradesperson's qualifications.
 - (e) Employees hired under this part will have fourteen (14) days in which to make application for membership in the Union, or be replaced by a Union member when available.
 - (f) Employees who have made application within the fourteen (14) days, but who are not accepted as a member of the Union, will be the first to be laid off, providing there is a Union member on the project who is qualified and willing to do the job being done by the Employee not yet a member of the Union.
 - (g) When an Employee suffers a compensable injury, they will be entitled to re-employment with the Employer when the Employee receives a clearance to return to work from their doctor or WorkSafeBC, providing the project is still in operation and there is work in the Employee's classification; however, should the Employer refuse employment, the Union, at the request of the Employee, may request the Employer to provide reasons for refusing to rehire.
- 9.03 (a) Should an Employee at any time cease to be a member in good standing of the Union, the Employer will, upon notification from the Union, discharge this Employee forthwith.
- (b) The Union will have the exclusive right to determine who is a member in good standing.
- 9.04 The Union reserves the right to render assistance to other labour organizations. Refusal on the part of the Union members to work with non-union workers, or workers whose organization is not affiliated with the Building Trades Council, will not be deemed a breach of this Collective Agreement. The Employer involved will be given twenty-four (24) hours' notice, and there will be no stoppage of work until such notice has expired.
- 9.05 It is not a violation of this Collective Agreement or cause for dismissal for an Employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Building Trades Council of British Columbia or to work with or to receive from any person or firms who are considered unfair by any of the Building Trades Councils.
- 9.06 It is not a violation of this Collective Agreement for an Employee to refuse to cross a legal picket line.

ARTICLE 10: LEAVES

10.01 All Leaves:

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

- (b) Employees will be required to inform the Employer as soon as possible of any Leave the Employee is entitled to under the ESA. Where there is a Leave provided for in this Collective Agreement that is the same or of a similar nature to that found in the ESA, it is understood that any such Leave will be taken concurrently.
- (c) The Employer agrees to abide by the legislation where the Employer is required to continue any contributions and/or remittances to an Employee's Benefits as required by the ESA.
- (d) Members working on out-of-town jobs where room and board are provided, or where members return home daily, will be eligible for leave. Where such leave is taken on out-of-town jobs the member will receive only their fare both ways.
- (e) No Employee will be laid off or otherwise adversely affected in their employment because of such leave. When an Employee is able to return to work, the Employee will be employed without delay.

10.02 Bereavement Leave:

- (a) If an Employee suffers a death in the immediate family, they will be granted Bereavement Leave for three (3) days. One (1) of these days will be paid eight (8) hours at straight-time rates. For Employees who have been employed continuously by the Employer for at least one (1) year, they will receive three (3) paid days instead of one (1) day. Immediate family is as defined in the Employment Standards Act.
- (b) Employees on vacation will be eligible for Bereavement Leave and pay.

10.03 Illness and Injury Leave

Employees are entitled to Illness and Injury Leave in accordance with the terms of the *Employment Standards Act*.

10.04 Maternity and Parental Leave

When an employee is on Maternity or Parental Leave as described in the Employment Standards Act the Employer will contribute one hundred twenty-five (125) hours each month to the Operating Engineers' Benefits Plan to maintain the employee's benefits during the leave.

ARTICLE 11: JOB STEWARDS

- 11.01 Job Stewards will be recognized on all jobs and will not be discriminated against. All Job Stewards will be appointed by the Business Representative of the Union, and the Employer will be notified in writing. The job superintendent or Foreperson will be notified by the Union of the name or names of such Job Stewards and, in the event of a layoff or reduction in the work force, such Job Stewards will, at all times, be given preference of continued employment until completion of the work unless otherwise agreed between the Parties hereto. Time will be given to the Job Steward to carry out their duties.
- 11.02 The Union will be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause will be stated in the reasons.

- 11.03 Business Representatives will have access to all jobs covered by this Collective Agreement in the carrying out of their regular duties after first notifying the Employer, Superintendent or Foreperson; however, in no way will the Business Representative interfere with the Employees during working hours unless permission is granted.
- 11.04 The Employer agrees to supply the Union, once a month, with a list of all Employees and sub-contractors on the request of the Business Representative.

ARTICLE 12: ROOM AND BOARD

- 12.01 (a) On jobs where camps are provided, room and board will be supplied in camp at no cost to the Employee. Camp accommodations, when supplied, will meet all the standards and requirements of the BC Construction Camp Rules and Regulations.

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

12.02 Free Room and Board or Living out Allowance

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

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

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

- (b) A Pre-Job meeting between the Employer and the Union will be held prior to the commencement of the project, in order to arrive at a suitable arrangement for advance payment(s), out-of-town working schedule, accommodations and travelling time allowances.
- (c) Employer supplied single room accommodation plus a daily meal allowance based on seven (7) days per week. Including travel days but excluding periodic leave, will be paid on the Employee's regular pay day as follows:
- Effective May 4, 2025 – seventy-two dollars and fifty cents (\$72.50)
 - Effective May 3, 2026 – seventy-five dollars (\$75.00)
 - Effective May 2, 2027 – seventy-seven dollars and fifty cents (\$77.50)
- (d) Where no kitchenette is provided the daily meal allowance will be as follows:
- Effective May 4, 2025 – ninety dollars (\$90.00)
 - Effective May 3, 2026 – ninety-five dollars (\$95.00)
 - Effective May 2, 2027 – one hundred dollars (\$100.00)

A kitchenette is defined as a small kitchen or an alcove containing cooking facilities.

(e) Where no accommodation is provided a living out allowance (LOA) will be on the basis of seven (7) days per week (excluding any Periodic Leaves) will be paid as follows:

- Effective May 4, 2025 – one hundred and ninety dollars (\$190.00)
- Effective May 3, 2026 – one hundred and ninety-five dollars (\$195.00)
- Effective May 2, 2027 – two hundred dollars (\$200.00)

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

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

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

ARTICLE 13: ACCIDENT PREVENTION

13.01 (a) It is understood and agreed that the Parties to this Collective Agreement will at all times comply with the accident prevention regulations of the *Workers' Compensation Act*, Occupational Health and Safety Regulations, Employer Health and Safety Program. In the event an Employee, after reasonable warning, does not comply with the above, they will be dismissed.

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

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

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

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

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

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

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

- 14.01 The Employer will make contributions as set forth in Schedule "A" for each hour worked by each Employee covered by this Collective Agreement to the Operating Engineers' (Local 115) Training Association.
- 14.02 The Operating Engineers' (Local 115) Training Association will be used to provide workers with the opportunity to acquire and improve the skills required for the essential and safe operation and maintenance of construction and allied equipment and to provide for tradesperson's qualification test.
- 14.03 The Operating Engineers' (Local 115) Training Association will be administered by the Operating Engineers' (Local 115) Training Association Joint Apprenticeship Board established under the Operating Engineers' (Local 115) Training Association.
- 14.04 In the event any dispute arises over the required hours as provided by the Association for training trainees in non-designated trade classifications, the Employer will have the right to appeal but the final decision will be made by the Operating Engineers' (Local 115) Training Association Joint Apprenticeship Board.
- 14.05 The Employer will notify the Administrator of the Operating Engineers' (Local 115) Training Association before the Employer discharges an apprentice or trainee in any trade classification.
- 14.06 Provisional Designation

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

- (a) The Employer will notify the IUOETA prior to commencing work.
- (b) The Employee will register as an apprentice with SkilledTradesBC, sponsored by the IUOETA no later than thirty (30) calendar days after being hired by the Employer.
- (c) The Employee must attend required training. Scheduling of required training will be mutually agreed between the Employer and the Union where it is provided while an Employee is working for an Employer.

ARTICLE 15: DISPUTES

15.01 Jurisdiction - BC Jurisdictional Work Assignments Plan

- (a) Both parties to this Collective Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), Agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of British Columbia and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will renegotiate such provision or provisions and all other provisions will not be affected thereby.

- (b) The Employer will, upon request, make known their intended work assignment. It is agreed that such intended work assignment will be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.
- (c) The participating Employer Association will inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- (d) The Parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work will be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The Parties agree that they will comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- (e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan will institute or post picket lines for jurisdictional purposes.
- (f) The Employers will provide the funding necessary for the operation of the Jurisdictional Assignment Plan. The necessary funds will be collected through provisions in the Collective Agreements.
- (g) Jurisdictional Assignment Plan Fund
 - (i) One cent (\$0.01) per hour worked for all classifications covered by this Collective Agreement will be paid to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form provided for in this Collective Agreement for each hour of work performed by each Employee covered by this Collective Agreement.
 - (ii) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance will be made in accordance with and through the same method established in this Collective Agreement for the transmission of other funds.

15.02 Grievances

It is the spirit and intent of this Collective Agreement, as contained in Article 1: Objects, to resolve all Employee or Employer grievances promptly and wherever possible, within the Industry. If, during the term of this Collective Agreement, there should arise any difference between the Parties to or the persons bound by this Collective Agreement concerning interpretation, application, operation or any alleged violation thereof, or concerning discharge of any Employee which may be alleged to be unjust, and including any question as to whether any matter is arbitrable, such difference will be resolved without stoppage of work in the following manner:

- (a) The Job Steward or Business Representative of the Union will first discuss the difference with the Foreperson, Superintendent, or the Employer, in that order, in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing to the other party within thirty (30) days of its occurrence excepting that in the matter of discharge, such grievance must

be submitted in writing within ten (10) days of occurrence, or in every case, the matter will be deemed to be waived.

However, the foregoing time limits will not apply where there has been a failure to pay fully amounts due to funds specified in this Collective Agreement, or to remit deductions from Employees as provided for in this Collective Agreement.

It is intended that the failure of the Employer to make the requisite contributions to be made on behalf of the Employees as provided elsewhere in this Collective Agreement may be claimed by the Employees at any time.

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

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

15.03 Time Limits

The specified time limits in this Article will be strictly construed and may be extended only with the mutual consent of the Parties to the grievance. The time limits will be exclusive of Saturdays, Sundays, and General Holidays.

ARTICLE 16: PUBLIC RELATIONS

- 16.01 The Parties to this Collective Agreement mutually undertake to do all possible to ensure that in relationships with the general public every effort will be made toward the end that tactful associations are established and maintained particularly where temporary inconvenience may be caused due to construction in progress. Each party hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

ARTICLE 17: SAVINGS CLAUSE

- 17.01 If any 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 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 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.
- 17.02 In the event that any Article is 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 the Union for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they will submit the dispute to the Grievance Procedure.

ARTICLE 18: WORKING DUES CHECKOFF

- 18.01 The hourly working dues will be calculated at two percent (2%) of Front End Loader (over 5 yards) hourly wage rate as contained in this Collective Agreement (these amounts will be calculated to the nearest penny) and will be deducted for each hour worked and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. Refer to Schedule "A" - Total Employer/Employee Contributions, for amounts and effective dates.
- 18.02 Each member will submit a written authorization to their Employer as a condition of employment as may be required by their Employer.
- 18.03 Remittances will be made in accordance with the forms provided by the Union.

ARTICLE 19: MECHANICS, SERVICEPERSON TOOL ALLOWANCE FUND

- 19.01 The Employer will make contributions at the rate set forth in Schedule "A" for each hour worked by each Employee covered by this Collective Agreement to the Operating Engineers' Mechanics Tool Allowance Fund.

ARTICLE 20: CONSTRUCTION INDUSTRY REHABILITATION FUND

- 20.01 The Employer will make contributions at the rate set forth in Schedule "A" for each hour worked by each Employee covered by this Collective Agreement to the Construction Industry Rehabilitation Fund (CIRP). In addition, the Employer will deduct at the rate set forth in Schedule "A" per hour for each hour worked by each Employee covered by this Collective Agreement for CIRP.

ARTICLE 21: OPERATING ENGINEERS' ADVANCEMENT FUND

- 21.01 The Employer will make contributions at the rate set forth in Schedule "A" of per hour for each hour worked by each Employee covered by this Collective Agreement to the Operating Engineers' Advancement Fund.

ARTICLE 22: BC DRUG AND ALCOHOL PROGRAM SOCIETY

- 22.01 The Employer will contribute at the rate set forth in Schedule "A" per hour for each hour worked by each Employee covered by this Collective Agreement to the BCD&A Drug and Alcohol Program Society.

ARTICLE 23: CONTRACT ADMINISTRATION FUND

- 23.01 The Employer will contribute the rate set forth in Schedule "A" per hour worked to the Contract Administration Fund. CLR may alter this amount by providing sixty (60) calendar days' written notice to the Union.
- 23.02 The Union will forward all monies received in accordance with the standard remittance form utilized by the Union to CLR. Such payments will be made by the Union not later than the fifteenth (15th) of the month following the month in which such amount was received and will be accompanied by a summary report that provides hours of work and fund remittances by each

Employer under the Collective Agreement. Any cost incurred with respect to having to change the standard remittance form utilized by the Union as a direct result of a change in the contribution amount required pursuant to this Article will be borne by CLR.

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

ARTICLE 24: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

24.01 The contributions and deductions referred to in Article 14, 15, 18, 19, 20, 21, 22, 23, and Schedule "A" - (8) – Benefits Plan and Pension Plans, will be remitted monthly by cheque, or, upon receiving a written request from the Union, electronically in a format acceptable to the Union, together with a form supplied to the Employers by the Union, to the Operating Engineers' Benefits Plan. The said Operating Engineers' Benefits Plan will remit monthly all such monies received to the Operating Engineers' (Local 115) Training Association, the Jurisdictional Assignment Plan Fund, the Operating Engineers' Mechanics Tool Allowance Fund, the Construction Industry Rehabilitation Fund, the Operating Engineers' Advancement Fund, BC Drug and Alcohol Society, CLR and the Union. The said Operating Engineers' Benefits Plan may make reasonable charge for administrative expenses as determined by the Trustees of the said Plan, and approved by the Trustees of the recipient Funds.

24.02 Timely payment of wages and contributions to the Trust Funds, provided for in this Collective Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds will be dealt with as follows:

- (a) The Union will advise the Employer in writing of any delinquency.
- (b) If within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent contributions or the Employer has failed to request a meeting with the Union to provide for the payment of delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Collective Agreement, are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

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

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

ARTICLE 25: TECHNOLOGICAL CHANGE

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

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

ARTICLE 26: RETROACTIVE PAY

- 26.01 It is agreed and understood that all retroactive pay will be paid in full within thirty (30) days from date of signing.
- 26.02 This will apply to all past and present Employees.
- 26.03 All past Employees will have their retroactive cheques mailed to them, or if returned undelivered, to the Burnaby Office of the Union for distribution. Unclaimed cheques will be returned by the Union to the Employer ninety (90) days thereafter.

ARTICLE 27: ENABLING CLAUSE

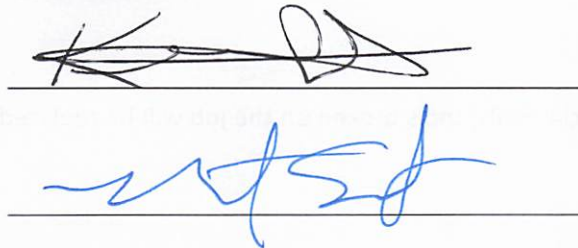
- 27.01 When in the opinion of both parties it is deemed beneficial to the Employer and the Union members the terms and conditions of the Collective Agreement may be modified for work coming under the "Extent" Article. Such mutually agreed modifications to the Collective Agreement will be by Letter of Understanding and may be for one (1) project, for a type of work, for a specific area or for a specific period of time.
- 27.02 The Parties will establish workable procedures for the drafting of such Letters of Understanding.
- 27.03 Any problems or disputes arising out of the interpretation of this Enabling Clause will be dealt with by the Enabling Committee.

ARTICLE 28: JOINT LABOUR-MANAGEMENT COMMITTEE

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

Signed this 15th day of DECEMBER, 2025.

Construction Labour Relations
Association of BC




International Union of Operating
Engineers Local 115



Josh Towsley, Assistant Business Manager

Gavin Cross, Business Representative

JT/GC/cb 

SCHEDULE "A": SPECIAL PROVISIONS AND WAGES

A.01 Foreperson

- (a) The Operating Engineers Foreperson will be paid at ten percent (10%) per hour over the hourly rate of the highest Operating Engineers classification under their supervision.
- (b) When marine derrick Crane Operators perform any clamshell or soil densification work, or if they are required to work in a supervisory capacity they will receive three dollars (\$3.00) per hour over their classification as a supervisory premium.

A.02 Apprentices

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

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

- (b) All Operating Engineer Apprentices will be hired through the Operating Engineers (Local 115) Training Association.
- (c) The rate of pay for all apprentices will be in accordance with any jointly administered plans of apprenticeship and upgrading. The rate of pay for all Crane and Rotary Drill Operator apprentice/trainees will be paid a minimum of eighty-five percent (85%) of a Journeyperson's rate.
- (d) Both parties agree to encourage and participate in the training of operators. Apprentice Operators may replace, with the approval of the Union, Deck Engineers on marine rigs. Apprentice Operators may replace, with the approval of the Union, Utility Operators on multi-rig land foundation projects. Regular Employees or Journeyperson Crane Operators will not be displaced as a result of Apprentice Operators being used as Utility Operators. Apprentice Operators will be employed wherever practical to provide all around training for the industry.

A.03 Tools

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

Tool List

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

A.04 Crews

(a) Land Work:

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

- (b) 1. Pile driver: water rig, fixed leads, donkey powered.
2 operators, 1 deck engineer, 1 front end person.
- 2. Pile driver: skid rig, donkey powered.
2 operators, 3 front end persons.
- 3. Pile driver: floating derrick rig, onboard fixed or mobile crane, with A-frame or moonbeam leads or hanging leads from boom.
2 operators, 1 deck engineer, 1 front end person.
- 4. Pile driver: on land, crawler or truck crane.
2 operators, and 1 front end person.
- 5. Pile driver: on land, compacto rig.
2 operators, and 1 front end person.
- 6. Pile driver: on land, Franki rig.
2 operators, and 1 front end person.
- 7. Soil densification, vibro flotation (stone columns) - land.
1 operator, 1 apprentice, and 1 loader operator.
- 8. Dynamic compaction.
2 operators or 1 operator and 1 crane apprentice
- 9. Submarine drill rig, when used for drilling, blasting, and dredging or for pile holes.
2 operators, 1 assistant driller (powderperson).
- 10. Air-trac or churn drill when used for foundation piles, on land or water.
1 operator, 1 front end person, 1 assistant driller.
- 11. Rotary drill rig (auger or tri-cone): soil densification-wick drains.
1 operator, 1 front end person.

It is also understood and agreed that a shortage of the above minimums in any crew will not result in an interruption in the work. The Employer will have twenty-four (24) hours in which to fill a vacancy in the crew and sufficient time on out-of-town jobs. Should it become necessary to review the above minimums due to changes in equipment, work

methods or requirements, then a meeting will be convened between the parties to resolve the issue. If the issue is not resolved, then the matter will be referred to arbitration as provided for in this Collective Agreement.

Under no circumstances will there be less than one (1) foreperson and one (1) front end person during the operation of the pile driver for driving and pulling piles.

Complaints regarding shortage of workers to a crew will be dealt with by the Business Representative and management of the firm involved, without delay. There will be no discrimination against any Employee covered by this Collective Agreement for complaints filed with the Union with reference to shortage of crews.

Crew Foreperson

Each crew engaged in driving or pulling piles must have a designated foreperson who is a member of the International Union of Operating Engineers Local 115 and is paid in accordance with Schedule "A".

When a crew is engaged in work other than driving or pulling piles, one member of the crew must be designated and paid as a foreperson to direct the work.

Exclusions to the above will be as follows:

- (i) when an Employee is directed to perform work by them
- (ii) when two (2) Employees are directed to perform work in the Employer's yard where supervisory personnel are present
- (iii) when a crew is split to perform different tasks on the same job site and are under the supervision of their usual foreperson
- (iv) when a crew is split to perform different tasks on different job sites for a period not exceeding one shift.

(i) Marine Work:

The Minimum Crewing for Marine work will be as follows.

- (i) Derrick with no crane (or with a crane that is not being operated)

One (1) Deck Engineer

Where the derrick has a crane which is not being operated the Employer will provide notice to the Union.

- (ii) Derrick with crane (work other than clamshell)

One (1) Journeyperson Crane Operator

One (1) Deck Engineer

- (iii) Clamshell Derrick below six (6) cubic yards

One (1) Journeyperson Crane Operator
One (1) Deck Engineer

If the Deck Engineer is certified, then crew will also include

One (1) Assistant

(iv) Clamshell Derrick six (6) cubic yards and up

One (1) Journeyperson Crane Operator
One (1) Deck Engineer
One (1) Deck Hand

Note:

1. A Crane Apprentice may replace the Deck Engineer in any scenario above and will be considered a Certified Deck Engineer.
2. A Deck Hand is not required in side-casting and similar operations.
3. Certified Deck Engineers must have completed the Deck Engineer training program offered by the Union and hold a valid certificate.
4. A Deck Engineer with a minimum of three (3) years of industry experience who holds all of the following valid certificates will also be considered certified for the purpose of training an Assistant:

Confined Space Awareness	WHIMIS 2015
Pleasure Craft Operator	Aerial Boom Lift
Fall Protection	Basic First Aid
Basic Rigging	SiteReadyBC

The Parties agree on the importance of training Deck Engineers. Where a certified Deck Engineer is working on a Project the Employer will give consideration to whether there is an opportunity to also employ an Assistant for training purposes.

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

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

A.05 Crewing Clause

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

A.06 Machine and Work Assignment

If an Operating Engineer is regularly assigned to a work assignment from Monday through Friday in a given week, and work is required after regular hours, or on the Saturday, Sunday and/or General Holiday of that week, such Operating Engineer will be assigned to such particular work assignment providing such Operating Engineer is available.

A.07 Equipment Assembly, Repair

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

A.08 Benefits Plan and Pension Plan

(a) Operating Engineers' Benefits Plan

- (i) The Employer will make contributions at the rate set forth in Schedule "A" for each hour earned by each Employee within the scope of this Collective Agreement to the Operating Engineers' Benefits Plan.
- (ii) This contribution will be based on hours earned, i.e. double time = double contributions.

(b) Operating Engineers' Pension Plan

- (i) The Employer will make contributions at the rate set forth in Schedule "A" for each hour earned by each Employee within the scope of this Collective Agreement to the Operating Engineers' Pension Plan.
- (ii) This contribution will be based on hours earned, i.e. double time = double contributions.

(c) General Terms

- (i) The Operating Engineers' Benefits Plan and Pension Plan are controlled by a Board of Trustees composed of eight (8) representatives designated by the Union.
- (ii) The Employer agrees to be bound by the terms of the Trust Agreement.
- (iii) The Employer is required to report on the forms provided by the Benefits Plan and Pension Plan.

- (iv) Contributions must be forwarded by the Employer to the Operating Engineers' Benefits Plan and Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.
- (v) In the event an Employer fails to remit contributions to this Plan, in conformity with this Article of the Collective Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action will not be considered a violation of this Collective Agreement.
- (vi) The Business Representative of Local 115 may inspect, upon appointment (within forty-eight [48] hours) and during regular business hours, an Employer's record of time worked by Employees and contributions made to the Plan.
- (vii) Payments to the Benefits Plan and Pension Plan will be made by cheque, payable at par at Burnaby, Province of British Columbia, to the Operating Engineers' Benefits Plan and Pension Plan.
- (viii) Other personnel of the Employers party to this Collective Agreement may become Associate Members as provided for in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time.
- (ix) Benefits which are provided under this Plan are as follows:
 - (A) Medical surgical benefits;
 - (B) Weekly Indemnity benefits for non-occupational sickness and accident;
 - (C) Pension Plan; and
 - (D) such additional benefits as the Trustees of the Plan periodically determine.
- (x) The Union in consultation with the administrator, board of trustees, actuary, and consultants of the Operating Engineers Benefits and Pension Plans (the "Plans") may in the best interest of the Plan participants and beneficiaries reapportion those contributions received as provided for in the Schedule of Employer/Employee Contributions.

A.09 First Aid Attendants and Construction Safety Officers

- (a) Employees required to act as First Aid Attendants with a valid Basic first aid Certificate will be paid twenty-five cents (\$0.25) per hour above their regular wage rate or with a valid Basic first aid Certificate including Travel Endorsement fifty cents (\$0.50) per hour above their regular wage rate.
- (b) All Employees with a valid Intermediate first aid Certificate will be paid seventy-five cents (\$0.75)/hr above their regular wage rate at all times.
- (c) Employees required to act as a Construction Safety Officer with a valid certificate will be paid fifty cents (\$0.50) per hour above their regular wage rate. Employees will only qualify for the

premium payable to a Construction Safety Officer if the Employer they are currently working for did not pay the cost of the required training within the current work term.

- (d) All Employees with a valid Advanced first aid Certificate will be paid one dollar (\$1.00) above their regular wage rate at all times.
- (e) The Employer will pay eight (8) hours at straight time for Employees taking and passing a Basic first aid Course and will pay eight (8) hours at straight time to Employees taking and passing a Travel Endorsement Course. The Operating Engineers' (Local 115) Training Association will provide access to local 115 members for both the Basic first aid Certification and the travel endorsement.

A.10 Substance Abuse Testing and Treatment Program Policy

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

SCHEDULE OF CLASSIFICATIONS AND HOURLY WAGE RATES

CLASSIFICATIONS	May 4, 2025	May 3, 2026*	May 2, 2027*
Operator – (above 10 yards) – Deck Engineer required in dredging, Land Cranes greater than 350 ton	\$60.76		
Operator – (7 yards and up to 10 yards) – Deck Engineer required in dredging, Land Cranes greater than 275 ton	\$57.85		
Mechanics	\$56.98		
Operator (5 yards and up to 7 yards) – Deck Engineer required in dredging, Land Cranes greater than 175 ton	\$56.40		
Operator (3 yards and under 5 yards) – Deck Engineer required in dredging	\$55.77		
Gantry Crane, Land Cranes greater than 100 ton but less than or equal to 175 ton	\$55.77		
Operator – (under 3 yards) -Deck Engineer required in dredging, Land Cranes less than or equal to 100 ton	\$55.05		
Fixed Floating Pile Drivers – Skid Rigs (Hammerperson)	\$55.05		
Front End Loader (over 5 yards) & Excavator Operator (3 yards and over)	\$54.76		
Rotary Type Drill (Truck and Crawler Mounted)	\$54.76		
Welders	\$54.25		
Self-Propelled Mobile Trailer Operator, Air-Track Driller and Klemm Driller	\$54.21		
Boat Operator (over 225 h.p.)	\$52.90		
Front End Loader (under 5 yards) & Mini-Excavator (under 3 yards)	\$52.67		
Serviceperson & Utility Operator – Zoom Boom Forklift, Forklift, J Lift	\$52.17		
Boatperson (up to 225 h.p.)	\$51.56		
Concrete Plant, Grout Plant, Batch Truck, Batch Plant and Pump Operator(s)	\$51.47		
Deck Engineer	\$47.82		
Front End Person and Assistant Driller	\$44.69		
Deck Hand	\$41.47		
Assistant	\$36.04		

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

* Effective May 3, 2026 and May 2, 2027 the total monetary package will increase by an amount equal to the percentage annual increase in the 2025 and 2026 All Items British Columbia Consumer Price Index (2002=100), with a floor of three percent (3.00%), times the wage rate.

1. All rated capacities referred to in the above schedule are maximum manufacturers' factory rating for struck capacity of the machine.
2. All boats operated, leased, chartered or owned by the Employer will be operated by members of the International Union of Operating Engineers unless covered by a Collective Agreement with the Canadian Merchant Service Guild.
3. Where classifications not specified above are required, they will be in accordance with the standard Heavy Construction Collective Agreement as negotiated with the Construction Labour Relations Association of British Columbia and the appropriate rates for the said Collective Agreement will apply and conditions as outlined in this Collective Agreement will apply.

On heavy construction jobs where Boat Operators and Deck Hands are required to perform work relating to debris control and removal in navigable rivers and where the work performed may be that of flood control and where the work is not in conjunction with Clamshell or Dipper Dredging Operations, the above rates will apply.

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

SCHEDULE OF TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS

	May 4, 2025	May 3, 2026	May 2, 2027
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EMPLOYER CONTRIBUTIONS

Benefits Plan	\$2.90	\$2.95	\$3.00
1.5x	\$4.35	\$4.43	\$4.50
2x	\$5.80	\$5.90	\$6.00
Pension Plan	\$9.15	\$9.55	\$10.00
1.5x	\$13.73	\$14.33	\$15.00
2x	\$18.30	\$19.10	\$20.00
Training Association Fund	\$0.93	\$0.98	\$1.03
SUB Plan	\$0.15	\$0.15	\$0.15
Tool Allowance Fund	\$0.06	\$0.06	\$0.06
Construction Industry Rehabilitation Fund	\$0.04	\$0.04	\$0.04
Jurisdictional Assignment Fund	\$0.01	\$0.01	\$0.01
Operating Engineers' Advancement Fund	\$0.15	\$0.15	\$0.15
Contract Administration Fund	\$0.11	\$0.11	\$0.11
BCD&A Drug and Alcohol Program Society	\$0.01	\$0.01	\$0.01

EMPLOYEE DEDUCTIONS

Construction Industry Rehabilitation Fund	\$0.04	\$0.04	\$0.04
Union Dues Check Off	\$1.10	TBD	TBD

TOTAL REMITTANCE

Straight Time Hours	\$14.65	TBD	TBD
Time and One-Half Hours	\$20.68	-	-
Double Time Hours	\$26.70	-	-

Note: Total Remittance for 2026 and 2027 will be updated once the adjustment has been calculated and the final Union Dues Check Off number is known.

LETTER OF UNDERSTANDING #1

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

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

RE: REST BREAKS

The Parties agree that for the duration of this Letter of Understanding the following two (2) paragraphs will replace the first two (2) paragraphs of Article 8.02:

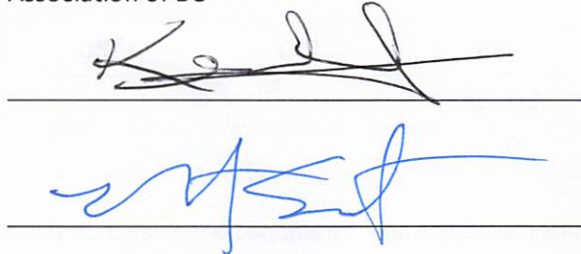
Two (2) breaks of ten (10) minutes each but not more will be allowed during the regular shift. Time of these breaks will be mutually agreed upon and the entire crew may take the break simultaneously. Where work is scheduled for a period of ten (10) hours, a third rest break will be taken at the end of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

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

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

Signed this 15th day of December, 2025.

Construction Labour Relations
Association of BC



International Union of Operating
Engineers Local 115



Josh Towsley, Assistant Business Manager

Gavin Cross, Business Representative

JT/GC/cb 

LETTER OF UNDERSTANDING #2

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

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

RE: ALTERNATE WORK SCHEDULES

The Parties have agreed that due to changing working conditions within the industry, there are circumstances where working terms and conditions require alteration. Therefore, the Parties have agreed to the following:

1. The Employer has the right to implement some or all of the terms and conditions contained in this Letter of Understanding ("LOU") at its discretion.
2. Where the Employer implements any alternate terms and conditions in accordance with this LOU, a pre-job meeting must be held prior to work commencing unless the work to be performed is being dispatched on an emergency basis or is for a period of seven (7) calendar days or less. The pre-job meeting will include the Union Business Representative and applicable Union members and the applicable Management representatives. Terms and conditions agreed at the pre-job meeting will be shared with both parties and agreement confirmed based on the written summary. This agreement may be in the form of a Letter of Understanding.
3. No existing employee will be required to transfer to a project operating under working conditions modified in accordance with this LOU.
4. Alternate Shift Schedules
 - (a) Alternate shift schedules may be established by the Employer on out of town projects based on ten (10) days out of town followed by a four (4) day periodic leave, fourteen (14) days out of town followed by a seven (7) day period leave; twenty-one (21) days out of town followed by a seven (7) day periodic leave; or twenty (20) days out of town followed by an eight (8) day periodic leave. All hours worked will be compensated in accordance with the regular hours of work provisions.
 - (b) Alternate shifts may be established by the Employer on in-town projects in accordance with the following.
 - (i) Four (4) consecutive days worked followed by four (4) consecutive days free from work.
 - (ii) Work will be scheduled on a twelve (12) hour per day work schedule and compensated in accordance with the regular hours of work provisions.
 - (iii) Two (2) meal breaks of thirty (30) minutes each, both paid at straight time, will be provided on a scheduled twelve (12) hour shift. The lunch breaks will be taken at approximately the

one-third (1/3) and two-third (2/3) points of the shift although the Employer may vary this break one (1) hour earlier or later at its discretion.

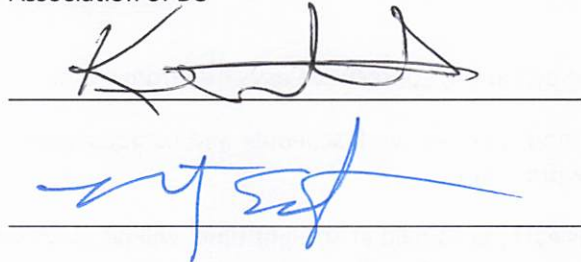
(iv) If an employee works on any of the days off described above they will be compensated at two times (2X) the otherwise applicable hourly rate for all hours worked.

(c) Additional alternate shifts and alternate cost rates may be scheduled by mutual agreement of the Parties.

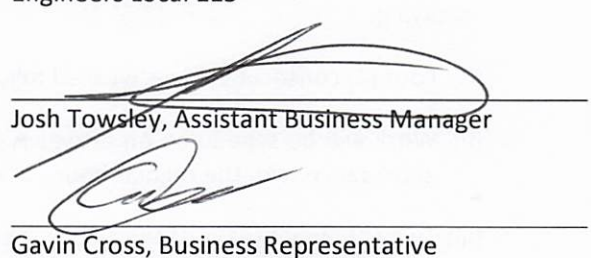
5. The requirement for a day shift to be worked in order for the Employer to schedule an afternoon or night shift in Article 5.03(b) of the Collective Agreement is waived where this LOU is utilized. Shift start times will be as required by the client. Eight (8) hours of work will constitute the independent shift for which ten (10) hours will be paid. Crew breaks and meal breaks will not be scheduled; time will be allowed for all crew members to take rest and meal breaks as required and work will continue.
6. In order to limit the requirement to work on Saturday, instead of scheduling eight (8) hours at straight time and two (2) hours at one and one-half time (1.5X) Monday to Friday and eight (8) hours at one and one-half time (1.5X) on Saturday, the Employer may instead schedule as follows:
 - (a) Eight (8) hours at straight time followed by three (3) hours and one and one-half time (1.5X) Monday to Friday.
 - (b) Where this alternative is scheduled the Employer is not entitled to schedule a Saturday shift at one and one-half time (1.5X) and any hours worked on Saturday will be considered to be unscheduled Overtime.
7. Where alternate terms and conditions have been implemented in accordance with this LOU they cannot be cancelled or changed without agreement between the Employer and the Union. Such agreement will not be unreasonably withheld.
8. Unless specifically addressed by this Letter of Understanding, all working conditions for employees will be as per the Collective Agreement.
9. This LOU will be effective May 1, 2025, and remain in full force and effect unless either party, during a period of negotiations to renew the Collective Agreement, provides the other party with written notice of their intention to cancel the LOU.

Signed this 15TH day of DECEMBER, 2025.

Construction Labour Relations
Association of BC



International Union of Operating
Engineers Local 115



Josh Towsley, Assistant Business Manager

Gavin Cross, Business Representative

LETTER OF UNDERSTANDING #3

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

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

RE: MECHANICS SUPPLEMENTAL EMPLOYMENT INSURANCE PROGRAM

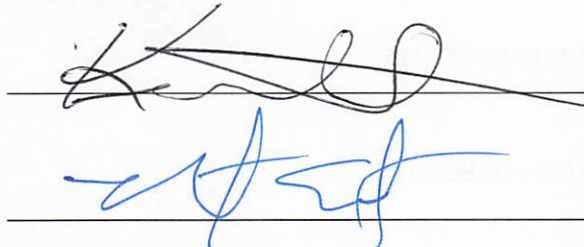
The Parties have entered into this Letter of Understanding (LOU) to establish a SUB Plan (the "Plan") in accordance with the Employment and Social Development Canada (ESDC) guidelines. The purpose of this Plan is to top-up the Employment Insurance (EI) Benefit of an Employee attending schooling required to complete their Mechanic Apprenticeship to ninety-five percent (95%) of their normal weekly earnings. The Parties have agreed to the following conditions with respect to this Plan.

- (a) The Plan covers all Employees of any Employer signatory to the Pile Driving, Dipper, Clamshell, Soil Improvement and Related Work Agreement by and between the Employer and the Union (the "Agreement").
- (b) The Plan will supplement EI Benefits for periods of unemployment caused by attending Mechanic Apprenticeship training.
- (c) In order to be eligible for benefits under this Plan an Employee must apply for and be in receipt of EI Benefits.
- (d) The Plan will top up the EI Benefits received by the Employee so that the gross amount of the EI Benefit plus the SUB Plan will equal ninety-five percent (95%) of the Employee's normal weekly earnings derived from employment under the Collective Agreement for all weeks spent attending Mechanic Apprenticeship school. This payment will include a top-up of ninety-five percent (95%) of the Employee's normal weekly earnings while the Employee is serving the one (1) week EI waiting period.
- (e) This benefit will not be payable if the Employee is not in receipt of EI Benefits for any reason other than serving their waiting period.
- (f) The Plan will be managed by the Union and funds will be kept in an account separate from the general Union operating funds. The costs of the plan will be entirely funded by a contribution from the Employer to the Plan of fifteen cents (\$0.15) per hour worked by each Employee working under the Collective Agreement. The Plan will be overseen by a trust comprised of three (3) representatives appointed by CLR and three (3) representatives appointed by the Union. This trust will be responsible to review both the funding of the Plan and any amendments required to ensure compliance with the intention of this LOU and ESDC requirements.
 - (i) The trustees will meet at least twice per calendar year.

- (ii) At each meeting the trustees will review the funds in the SUB Plan account and ensure they are sufficient to continue to cover the ongoing costs of benefits under the Plan.
 - (A) In the event the Parties determine that additional contributions are required to ensure the fund continues to be able to provide the payments required by this LOU they will amend such contributions effective the same date as the next scheduled wage increase under the Collective Agreement. This increase in contributions will be entirely funded by the Employer and will not be deducted from any scheduled monetary package increases.
 - (B) In the event the Parties determine that the current contributions are leading to funds in excess of those required to ensure the fund continues to be able to provide the payments required by this LOU they will amend such contributions effective the same date as the next scheduled wage increase under the Collective Agreement. This reduction in contributions will be returned to the Employer and will not be redirected to any other fund included in the Collective Agreement.
- (iii) In the event the Plan is terminated, all funds remaining in the SUB Plan account after completing any claims ongoing at the time of termination will be returned to the contributing Employers. All funds will be returned proportionally to each contributing Employer based on the hours worked by each contributing Employer over the two (2) years prior to the termination.
- (g) The Plan provides for an offset of EI benefits that may have to be repaid as part of the Employee's income tax return. The weekly gross EI benefit from employment under the Collective Agreement, the SUB payments previously paid plus this offset amount will not exceed ninety-five percent (95%) of the Employee's normal weekly earnings (straight time hours only). This offset will not include any portion of EI Earnings repayment triggered as a result of earnings from any source other than this LOU or employment under the Collective Agreement.
- (h) Service Canada will be notified in writing of any change to the Plan within thirty (30) days of the effective date of the change.
- (i) Employees do not have a right to SUB Plan payments except during the period of unemployment specified in the Plan.
- (j) The Plan may be terminated at any time by either party providing ninety (90) days written notice to the other party of their intention to cancel the Plan. In the event the Plan is terminated all claims which have commenced prior to the notice of cancellation being served will be completed prior to winding up the assets of the Plan.

Signed this 15th day of December, 2025.

Construction Labour Relations
Association of BC




International Union of Operating
Engineers Local 115



Josh Towsley, Assistant Business Manager



Gavin Cross, Business Representative

JT/GC/cb 

LETTER OF UNDERSTANDING #4

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

BY AND BETWEEN:

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

AND:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC (CLR)

RE: **ASSISTANT CLASSIFICATION**

In the event, that IUOE Local 115 is unable to dispatch Assistants to perform the following tasks:

1. General Clean up
2. Lagging, chipping, cutting, and installing boards
3. Jointing and unjoining of casing
4. Water handling and discharge
5. Shotcrete, hang mesh and prep wall, nozzle on concrete, rod the wall smooth
6. Horizontal drill helper including but not limited to installation of horizontal elements and grouting
7. Direct traffic on jobsite and assist with loading and unloading trucks
8. All stressing activities

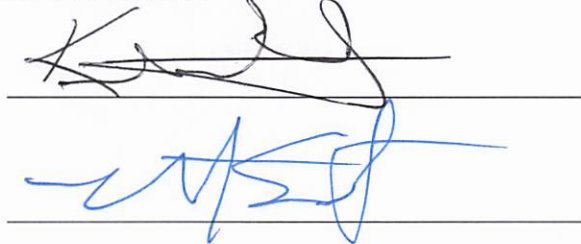
The Employer is authorized by the Union to seek employees from Construction and Specialized Workers Union Local 1611 (the Labourers Union) and remit directly to them for the employees they supply at the rates contained within the Collective Agreement.

Any dispute between the Parties regarding the assignment of work to members of the Labourers Union will be addressed through expedited arbitration under Section 104 of the *BC Labour Relations Code*

This Letter of Understanding will remain in effect unless cancelled during a period of collective bargaining to renew this collective agreement. If the Letter of Understanding is cancelled such cancellation will not be effective until the conclusion of negotiations to renew the collective agreement

Signed this 15TH day of DECEMBER, 2025.

Construction Labour Relations
Association of BC



International Union of Operating
Engineers Local 115



Josh Towsley, Assistant Business Manager

Gavin Cross, Business Representative

OFFICES OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 115

DISTRICT 1 (Head Office)

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

DISTRICT 2

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

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

DISTRICT 3

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

DISTRICT 4 AND DISTRICT 5

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

DISTRICT 6

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

OPERATING ENGINEERS (LOCAL 115) TRAINING ASSOCIATION

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

THE OPERATING ENGINEERS' BENEFITS PLAN

THE OPERATING ENGINEERS' PENSION PLAN

4333 Ledger Avenue, Burnaby, BC, V5G 4G9 Phone: 604-299-8341

Toll Free: 1-800-663-9524