

SOURCE	CCA		
EFF.	01	05	80
TERM.	30	04	82
No. OF EMPLOYEES			
NOMBRE D'EMPLOYES			

3 Contractors

HYDRAULIC DREDGING AGREEMENT

AGREEMENT BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA on its own behalf and on behalf of its members set forth in the Schedule attached hereto and those members added from time to time by mutual agreement of the parties.

AND :

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

May 1, 1980 to April 30, 1982

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HYDRAULIC DREDGING AGREEMENT

THIS AGREEMENT made and entered into this 2 day of SEPTEMBER 1980.

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA
on its own behalf and on behalf of its members set forth in
the Schedule attached hereto and those members added From time
to time by mutual agreement of the parties.

(hereinafter referred to as the "Employer")

AND:

THE INTERNATIONAL UNION OF OPERATING ENGINEERS. LOCAL 115

(hereinafter referred to as the "Union")

CLAUSE I: OBJECTS

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

CLAUSE 11: DURATION

This Agreement shall be in full force and effect from and including May 1, 1980, to and including April 30, 1982, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date April 30, 1982, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of lockout, or the parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.

The operation of Section 66 (2) of the Labour Code of British Columbia is hereby excluded.

CLAUSE 111: EXTENT

1. Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in Schedule "A" hereof, on all dredging and allied work only, undertaken by the Employer including those employed in dredge repair and maintenance yards, and shall be binding on the Employer and the Union and their respective successors and assigns.

Notwithstanding the foregoing, on that work covered by the Heavy Construction Agreement; Steel Erection Agreement; Piledriving, Dipper, Clamshell, Dredging and Related Work Agreement, British Columbia Road Builders Association Agreement and/or the Mainline Pipeline Agreement

CLAUSE III: EXTENT - Section 1 - continued....

of the Pipe **Line** Contractors Association of Canada, such work shall be performed under the conditions set out in the aforementioned agreements.

2. The terms of this Agreement shall apply to all owner-operators, Sub-Contractors or sub-contracts let by the Employer.

The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on the Sub-Contractor.

When an owner-operator **is** employed beyond five (5) working days, he shall be accorded all the rights, benefits and privileges of this Agreement and the Employer shall ensure that all contributions as provided for **in** this Agreement are made on his behalf.

This Clause does not supersede Clause XIII (B.C. Jurisdictional Work Assignments Plan) of this Agreement.

CLAUSE IV: WAGES

1. Hourly Wage Rates:

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

2. Health, Welfare and Pension Plan:

The Employer shall make contributions for Health, Welfare and Pension Plans **in** such amounts and under such conditions as set forth **in** this Agreement.

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

3. Annual Vacation and General Holiday Pay:

Vacation and General Holiday pay shall be 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 shall be paid to the employee upon termination of employment, or when an ~~em~~-employee takes his annual vacation.

If requested in advance by the employee, vacation and General Holiday pay shall also be paid on the last regular payday **in** March, June, September and prior to Christmas **for** those working at the time.

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

When a General Holiday falls on a Tuesday, Wednesday or Thursday, ~~ex~~-clusive of Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the Monday prior to such General Holiday and the actual day of such holiday shall be worked and paid for **as** a normal work day. Work performed on the day upon which it has been agreed that the holiday will be observed shall be paid for at double time rates.

The recognized holidays are: New Year's day, third Monday in February (Heritage Day). Good Friday, Easter Monday, Empire Day, Dominion Day, Friday prior to British Columbia day, first Monday in August (British

CLAUSE IV: WAGES - Section 3 - continued....

Columbia Day), Friday prior to Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day declared a public holiday by the Federal or Provincial Government. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double time rates.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed. ✓

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

4. Payment of Wages and Subsistence Allowances:

The Employer shall at least every second Friday, pay to each employee covered by this Agreement, all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.

For employees on the second or third shift, the Employer shall pay every second Thursday.

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

In the event that an employee covered by this Agreement ceases for any reason to be an employee of the Employer, the Employer shall pay such employee not later than the second business day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by the employee. A cheque mailed to the last known address of the employee within the time limits provided for above shall constitute compliance with this provision.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made.

The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time rate and at overtime rate, the wage rate and total deductions from the amount earned.

Exchange charges will be added to the cheque, if not payable at par.

5. New Classifications:

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

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

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Clause XXII.

Where an employee works in a higher hourly wage classification for four (4) hours or less, he shall be paid the higher rate for a mini-

CLAUSE IV: WAGES - Section 5 - continued....

num of four (4) hours; if he works more than four (4) hours he shall be paid the higher rate for a minimum of eight (8) hours.

CLAUSE V: HOURS OF WORK

1. Regular Hours:

Eight (8) hours shall constitute a day's work including one-half (1/2) hour for lunch between the hours of 7:00 a.m. and 3:00 p.m., five (5) days shall constitute a week's work, i.e. Monday, 7:00 a.m. to Friday, 3:00 p.m. The start of the work week shall be Monday, 7:00 a.m. to Friday, 3:00 p.m., except as provided in section 2.

2. Yard Maintenance:

Regular hours - on yard maintenance seven and one-half (7-1/2) hours shall constitute the day shift including one-half (1/2) hour for lunch between the hours of 8:00 a.m. and 3:30 p.m. and seven and one-half (7-1/2) hours including one-half (1/2) hour for lunch shall constitute the afternoon shift between the hours of 3:30 p.m. and 11:00 p.m. Five (5) days shall constitute a week's work.

i.e. Day Shift - Monday 8:00 a.m. to Friday 3:30 p.m.

Afternoon Shift - Monday 3:30 p.m. to Friday 11:00 p.m.

The start of the work week shall be Monday 8:00 a.m.

CLAUSE VI: SHIFTS

1. Where more than one shift is required and continued for five (5) consecutive days or more, then all shifts shall consist of seven and one-half (7-1/2) hours of work, exclusive of lunch period, for which eight (8) hours shall be paid. Where additional shifts are not continued for five (5) consecutive days or more, such additional shifts will be considered overtime and paid for accordingly.

2. Where more than one shift is worked, the starting times of the shifts shall be: day shift - 7:00 a.m.; second shift - 3:00 p.m.; third shift - 11:00 p.m. All shifts will be rotated every weekend.

When it is agreed between the Employer and the Union to vary the starting times, a majority of the employees on the Job shall decide the issue. A ballot vote shall be taken on the job under the supervision of a person designated by the Union.

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

Call-Out Time:

(a) Where an employee is called out for work and no work is performed, he shall be paid four (4) hours:

(i) On regular shifts at straight time;

(ii) On Saturdays, Sundays and General Holidays at the prevailing overtime rates;

(b) Where an employee is called out for work at any time and work is performed, he shall be paid a minimum of:

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

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

CLAUSE VI: SHIFTS - Section 3(b) - continued...

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

provided however, that the workman has reported to the jobsite in person in a competent condition to carry out his duties and providing adequate notice has not been given not to report for work. Adequate notice shall be construed as follows:

Where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or prearranged radio broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

Each employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

The Employer shall pay to every employee covered by this Agreement who works in excess of four (4) hours, and less than eight (8) hours in any one shift, at least eight (8) hours for each such shift, provided the employee is available for work, except where in case of inclement weather, the work is suspended by the Owner's Engineers, then only actual hours worked shall be paid for.

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

4. Where an employee reports at the request of his Employer and performs work at overtime rates prior to his regular starting time, such time will be considered as overtime only, and not considered in calculating his daily minimums under this Clause.

CLAUSE VII: TRANSPORTATION

1. Hiring and Termination.

- (a) When upon commencing employment on a job, employees are required to travel to the Job, they shall receive from the Employer the cost of transportation from point of hire, meals 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 shall be deducted by the Employer.
- (c) If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds cost of return transportation shall be paid by the Employer.
- (d) If an employee quits or is discharged when having been on the job forty-five (45) calendar days, return transportation shall be paid by the Employer.
- (e) Eight (8) hours' pay at straight time will be paid out of every twenty-four (24) hours' travelled, subject to the same conditions as govern transportation. Where time required to travel is less than eight (8) hours, the employee may be required to work for the unexpired time up to eight (8) hours.
- (f) When an Operating Engineer is required to provide mechanic's tools, the cost of transporting all such tools to and from the Job shall be borne by the Employer, subject to the same provisions as govern transportation.

CLAUSE VII: TRANSPORTATION - Section 1(f) - continued....

When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping mechanic's tools.

Tools shall be shipped within forty-eight (48) hours excluding weekends and holidays of his leaving his employment subject to the same conditions as govern transportation.

Where the Employer fails to comply with the above, unless proper reasons for the delay are forthcoming, the employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions of this Agreement until there is compliance with these provisions.

- (g) If the Employer fails to provide work after one shift and requires an employee to stand by, the Employer shall pay the employee a minimum of eight (8) hours' pay for each shift of stand-by thereafter.
- (h) On jobs inaccessible to public transportation, the Employer agrees to supply or arrange for suitable transportation. On jobs where an employee is confronted with excessive travelling time, the Employer agrees to pay travel time on a mutually satisfactory basis.
- (i) On jobs where travelling provisions are not otherwise provided for in this Agreement, they will be discussed and decided at the pre-job discussions between the Employer and the Union.
- (j) Effective September 20, 1980 on out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days. When leave is desired in accordance with the above terms, the Employer shall provide first class transportation and expenses to the point of departure and back to the job.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless he actually returns to his place of departure. Living-out allowance shall not be paid during leave periods.

2. Local Travel - Vancouver Metropolitan Area:

Employees shall report in time to reach the dredge at the regular starting time of their designated shifts.

Local transportation and travelling time shall be paid as in Appendix "A"

Appendix "A":

	<u>May 1/80</u>		<u>May 1/80</u>
Zone 'A'	3.50	Zone 'E'	6.00
Zone 'B'	4.25	Zone 'F'	6.50
Zone 'C'	5.00	Zone 'G'	7.00
Zone 'D'	5.50	Zone 'H'	7.50
	 <u>May 1/81</u>		 <u>May 1/81</u>
Zone 'A'	4.00	Zone 'E'	6.25
Zone 'B'	4.50	Zone 'F'	6.75
Zone 'C'	5.25	Zone 'G'	7.25
Zone 'D'	5.75	Zone 'H'	7.75

CLAUSE VII: TRANSPORTATION - Section 2 - continued...

Boat Travel:

	<u>May 1/80</u>		<u>May 1/80</u>
0-1 miles	0.00	3-4 miles	1.80
1-2 miles	1.30	4-5 miles	2.05
2-3 miles	1.55		

'This rate would progress eighty cents (80¢) per mile each mile after five (5) miles.

On jobs where boat travel 'is excessive, the Employer and the Union shall meet and discuss the problem.

CLAUSE VIII: OUT-OF-TOWN ACCOMMODATION

On out of town jobs where camps are provided, room and board shall be supplied at no cost to the employee.

Camp accommodations when supplied, shall meet all the standards and requirements of the British Columbia and Yukon Territory Building Trades Council Camp **Rules** 1979 - 1987 as submitted to the Employer Association.

In areas where no camps are provided the Employer will supply to every employee covered by this Agreement free room and board. The Employer and the Union in their pre-job discussions will decide on what arrangements are to be made with regard to subsistence allowances or first class room and board.

These accommodations shall provide single room accommodation for each employee.

Where the Employer is unable to provide single room accommodation a pre-job meeting between the Employer and the Union shall be held prior to commencement of the project, in order to arrive at a suitable arrangement for accommodation, travel time and local transportation allowances.

Men dispatched to jobs before jobs are ready, will be paid eight (8) hours at the regular rate until the job starts, or have their return transportation and travel time paid.

Employees residing in camps or Employer-supplied accommodation may on any weekend vacate or check-out of such accommodation and the Employer shall pay him eight dollars and twenty-five cents (\$8.25) per day check-out where accommodation is provided in camps and eleven dollars (\$11.00) per day where accommodation is provided for those living in motels-hotels.

Effective May 1, 1981, these amounts shall be increased to nine dollars (\$9.00) and twelve dollars (\$12.00) per day respectively.

To qualify, the employee 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.

CLAUSE IX: WORKING CONDITIONS

1. Each dredge shall be equipped with adequate lunch room facilities and a proper dryroom and locker room for the crew to dry and keep their clothes, or similar facilities otherwise provided. Adequate lunch room facilities with a proper dryroom and locker room shall also be provided on the shore side.

CLAUSE IX: WORKING CONDITIONS - Section 1 - continued....

The Employer shall provide lunchroom facilities complete with heat and light, separate from any tool and storage facilities.

2. If more than one (1) meal occurs in the period worked by the employee and the work is expected to continue, the Employer shall provide the extra meal at no expense to the employee. The employee shall be considered working during the time spent consuming the meal.
3. Employees assigned to ride on a dredge, drill barge or tug towing same, shall be paid double time, except inside First Narrows Bridge and on the North Arm, Middle Arm and Main River east of Steveston regular hours of work shall apply.
4. Crews lunch period will be posted in the lunch room by the Employer. Such designated lunch period shall occur at mid-shift, or not longer than one-half (1/2) hour past midshift.

On projects all employees shall be paid double time for the designated lunch period and shall be given reasonable time to consume their lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

The above is to ensure the continuous operation of the dredge.

5. Essential protective clothing including welders' leather gloves, protective vests or leather jackets shall be supplied on a charge-out basis.
6. The Employer will provide a termination slip within three (3) calendar days, if requested by the Union or the employee, which shall state the reason for the employee's termination, and whether or not he is eligible for rehire.
7. Adequate time will be allowed prior to quitting time for picking up tools.
8. One (1) hour's notice of termination shall be given by the Employer. This hour shall be used by the employee to gather his belongings together and to turn in any tools or goods belonging to the Employer. If such notice is not given then one (1) hour at straight time shall be paid in lieu thereof.
9. Adequate toilet facilities shall be provided by the Employer and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
10. Waterless hand cleaner will be supplied at all mechanical operations covered by this Agreement.
11. In case of fire, burglary or marine wreck (as defined by the Insurance Act) on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of three hundred and fifty dollars (\$350.00). The Employer shall also provide insurance for the employees' required tools to a total of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall 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 his rights to submit a claim shall be waived.

12. Hard hats, suspensions for hard hats, welders' gloves and welders' goggles will be provided by the Employer where necessary, on a

CLAUSE IX: WORKING CONDITIONS - Section 12 - continued....

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.

13. All Operating Engineers who request coveralls shall have these supplied by the Employer and replaced upon normal wear and tear. Employees are expected to take reasonable care of coveralls supplied. Shop crews only shall have coveralls supplied and cleaned by the Employer. In the event that an employee does not return the coveralls supplied to him by the Employer, the Employer shall deduct this cost from the employee.

14. Leave of Absence:

- (a) The Employer shall allow time off work without pay for any employee who is serving on a Union committee.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work.

When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as soon as possible to his actual starting time, so adequate replacement may be made if necessary.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer.

- (c) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for one (1) day. Immediate family means: wife, mother, father, brother, sister or children.
- (d) Employees on approved leave of absence shall be paid fare both to and from his point of hire.
- (e) Employees involved in an accident while on the job shall receive a minimum of eight (8) hours' pay for the day of the accident.

15. It is agreed a telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.

CLAUSE X: UNION SECURITY

1. The Employer recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at those classified occupations listed in Schedule "A" and for such other employees as may be assigned to new classifications coming within the Union's jurisdiction.
2. When employees are required, only Union members having a dispatch slip from the Head Office of the Union and the Employer shall be hired.

When Union members are not available from the Dispatch Office of the Union, the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union qualifications.

CLAUSE X: UNION SECURITY - Section 2 - continued....

Employees hired under this part shall become and remain members in good standing of the Union within twenty-one (21) days of their commencing employment or be replaced by the Union Tradesmen when available.

3. Every piece of equipment referred to in Schedule "A" of this Agreement used by the Employer, whether owned by the Employer or otherwise, shall be operated by a member of the Union, and the Employer shall not use either directly or indirectly any such equipment which is operated by a person not a member of the Union.
4. It is the prerogative of the Employer to hire, to transfer and to lay off due to reduction of forces or suspension or completion of work. It is also the prerogative of the Employer to discharge an employee for just cause subject to the right of the parties, or persons bound by this Agreement, to invoke grievance proceedings herein. It shall not be the duty of the Employer to induce non-members to join the Union.
5. The Union reserves the right to render assistance to other labour organizations by removal of its members from jobs when necessary for the following reasons:

Legal picket lines or workmen being employed on the project who are not affiliated with the British Columbia and Yukon Territory Building and Construction Trades Council. Before such removal takes place, the Union will notify the Employer in writing.

6. It is agreed that the parties to this specific Agreement including C.L.R.A., its member contractors and the specific Employer of this Agreement shall co-operate in the support in every way the institution, at the initiative of the Union, of multi-employer certification in accordance with Section 40 of the Labour Code of British Columbia.

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

CLAUSE XI: JOB STEWARDS

1. Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards and in the event of a layoff or reduction of the work force, such Job Stewards shall, at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties.
2. The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.

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

CLAUSE XII: ACCIDENT PREVENTION

It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of a workman to work or to continue work in contravention of such regulations

CLAUSE XII: ACCIDENT PREVENTION - continued....

shall not be deemed to be a breach of this Agreement. The Union is to give thorough instructions to its members in all standard safety regulations.

Both the Employer and the Union shall give particular attention to the regulations of the Workers' Compensation Board respecting the setting up of a Safety Committee, such Committee shall be set up within one (1) week.

CLAUSE XIII: B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN

1. Both parties to this Agreement recognize and will strictly adhere to the Procedural Ruler 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 shall not be affected thereby.
2. The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.
3. The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
4. The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
5. 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 shall institute or post picket lines for jurisdictional purposes.
6. 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.
7. Jurisdictional Assignment Plan Fund:
 - (a) Effective August 1, 1977, one-half cent (.5¢) per hour 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 Agreement.
 - (b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.
 - (c) It is agreed that the target date for implementation of the Plan shall be November 1, 1977. At the conclusion of one year of operation, the Trustees of the Plan will make a general financial

CLAUSE XIII: B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN - Section 7(c) - cont'd

review and should the funding require modification, the Trustees will inform all parties of any agreed upon change together with the effective date of the modification. It is agreed that the decision of the Trustees shall be final and binding upon all parties.

CLAUSE XIV: REPAIRS AND SHUTDOWNS

When the dredge, powerscow, floating pipeline, derricks and all other marine and floating equipment is undergoing repairs, alterations, assembling and dismantling, carried out by the Employer, such work shall come under the jurisdiction of the Union. In the event of an emergency where it may be necessary to employ or use other than Operating Engineers, such employees shall come under the terms of this Agreement.

CLAUSE XV: HEALTH, WELFARE AND PENSION PLAN

Effective May 1, 1980 the Employer shall make contributions at the rate of fifty cents (50¢) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Health and Welfare Plan.

Effective May 1, 1981 this amount shall be increased to fifty-five cents (55¢) per hour.

Effective May 1, 1980 the Employer shall make Contributions at the rate of one dollar (\$1.00) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective May 1, 1981 the Employer shall make contributions at the rate of one dollar and twenty-five cents (**\$1.25**) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

The Operating Engineers' Health, Welfare and Pension Plan shall be controlled by a Board of Trustees composed of **six (6)** representatives from the Union and two (2) from the Amalgamated Construction Association of British Columbia.

The Employer agrees to be bound by the terms of the Trust Agreement.

The Employer is required to report on the forms provided by the Health, Welfare and Pension Plan.

Contributions must be forwarded by the Employer to the Operating Engineers' Health, Welfare and Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

In the event an Employer fails to remit contributions to this Plan, in conformity with this section of the Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

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

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

Other personnel of the Employers party to this 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.

CLAUSE XV: HEALTH, WELFARE AND PENSION PLAN - continued...

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

- (a) Medical surgical benefits;
- (b) Weekly Indemnity benefits for non-occupational sickness and accident;
- (c) Pension Plan;
- (d) Such additional benefits as the Trustees of the Plan shall periodically determine.

CLAUSE XVI: SAVINGS CLAUSE

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within the period of sixty (60) days to re-draft a new section or portion thereof which shall be valid, and which shall replace the section or portion thereof declared invalid.

If the parties do not agree on a mutually satisfactory replacement, they shall submit this dispute to the Grievance Procedure.

CLAUSE XVII: WORKING DUES CHECKOFF

Effective May 1, 1980, fourteen cents (14¢) per hour working dues shall be deducted from each employee covered by this Agreement 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.

Effective May 1, 1981, this amount shall be increased to sixteen cents (16¢) per hour.

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

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

CLAUSE XVIII: OPERATING ENGINEERS' APPRENTICESHIP AND UPGRADING FUND AND PLAN

Effective May 1, 1980, the Employer shall make contributions at the rate of seventeen cents (17¢) per hour for each hour of work performed by each employee covered by this Agreement to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

Effective May 1, 1981, this amount shall be increased to nineteen cents (19¢) per hour.

The Operating Engineers' Apprenticeship Fund shall be used to provide workmen 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 tradesmen's qualification test.

The Operating Engineers' Apprenticeship and Upgrading Fund will be administered by the Joint Apprenticeship Board established under the Operating Engineers' Apprenticeship and Upgrading Plan.

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

CLAUSE XVIII: OPERATING ENGINEERS' APPRENTICESHIP
AND UPGRADING FUND AND PLAN - continued.. ..

decision shall be made by the Operating Engineers' Joint Apprenticeship Board.

The Employer shall notify the Administrator of the Operating Engineers' Joint Apprenticeship Board before he discharges an apprentice or trainee in any trade classification.

CLAUSE XIX: B.C. & YUKON TERRITORY BUILDING & CONSTRUCTION TRADES COUNCIL FUND

Effective May 1, 1980, the Employer shall make contributions at the rate of one and one-half cents (1-1/2¢) per hour for each hour of work performed by each employee covered by this Agreement, to the British Columbia and Yukon Territory Building and Construction Trades Council Fund.

Effective May 1, 1981, this amount shall be increased to two cents (2¢) per hour.

CLAUSE XX: MECHANICS. SERVICEMAN TOOL ALLOWANCE FUND

Effective May 1, 1980, the Employer shall **make** contributions at the **rate** of three cents (3¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics Tool Allowance Fund. 4

Effective May 1, 1981, this amount shall be increased to four cents (4¢) per hour.

CLAUSE XXI: CONSTRUCTION INDUSTRY REHABILITATION FUND

Effective May 1, 1980, the Employer shall make contributions at the rate of one-half cent (1/2¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund. .5

CLAUSE XXII: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

1. The contributions and deductions referred to in Clause XIII, XV, XVII, XVIII, XIX, XX, and XXI shall be remitted monthly by cheque, together with a form supplied to the Employers by the Union, to the Operating Engineers' Welfare Plan. The said Operating Engineers' Welfare Plan may make reasonable charge to the Plan for administrative expenses as determined by the Trustees, and approved by the Trustees of the recipient Funds.
2. Timely payment of wages and contributions to the Trust funds, provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:
 - (a) The Union will advise the Employer in writing of any delinquency,
 - (b) If within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent contributions or the Employer or his Construction Labour Relations Association representative has failed to request a meeting with the Union to provide for the payment of delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

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

CLAUSE XXIII: GRIEVANCE PROCEDURE

If during the life of this Agreement there should arise any grievance, dispute or other matter of controversy as to the carrying out of the terms of this Agreement, its interpretation, application, operation, violation or wrongful dismissal, then each party shall appoint within ten (10) days of notice from the other party to do so, up to three (3) persons to be members of a joint committee to examine the difficulty complained of and find a solution which shall be submitted to both parties for approval. This committee shall meet within fourteen (14) days of their appointment.

In case this method does not bring about a settlement, then within five (5) days, each party shall appoint a representative to an Arbitration Board; the two appointees shall within five (5) days endeavour to agree upon a chairman. If they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a chairman. The Arbitration Board shall meet and render their decision within ten (10) days of the appointment of the chairman. The decision shall be final and binding on both parties, and may include an award of reinstatement, loss of wages, compensation or both, in case of wrongful dismissal.

It is further agreed that questions involving the interpretation or application of the Collective Agreement shall initially be discussed by the respective negotiating committees.

CLAUSE XXIV: TECHNOLOGICAL CHANGE

It is understood and agreed that during the first six (6) months of this Agreement the parties will meet and in accordance with Section 74 of the Labour Code of British Columbia negotiate a clause on Technological Change to become part of this Agreement.

CLAUSE XXV: RETROACTIVE PAY

It is agreed and understood that all retroactive pay shall be paid in full within thirty (30) days from date of signing.

This shall apply to all past and present employees.

All past employees shall have their retroactive cheques mailed to them, or if returned undelivered, to the Burnaby office of the Union for distribution. Unclaimed cheques shall be returned by the Union to the Employer ninety (90) days thereafter.

SIGNED AT BURNABY British Columbia, this 2 day of SEPTEMBER 1980.

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

[Signature]
Chairman

[Signature]
F. G. Randall, Business Manager

[Signature]
President

[Signature]
J. L. Whittaker, President

[Signature]
A. A. Tennessy, Recording-
Corresponding Secretary

SCHEDULE

The following firms are members of Construction Labour Relations Association of British Columbia and are accredited or have authorized the Association to bargain and **sign** a Collective Agreement on their behalf with the International Union of Operating Engineers, **Local 115**, for a Hydraulic Dredging Agreement.

Centennial Dredging & Sand Ltd.	1250 No. 5 Road, Richmond, B.C.
Dillingham Corp. Canada Ltd.	Ft. of Brooksbank Ave., North Vancouver, B.C.
Sceptre Dredging Ltd.	P.O. Box 280, New Westminster, B.C.

SCHEDULE "A"

<u>HOURLY WAGE RATES</u> <u>CLASSIFICATIONS</u>	<u>May 1, 1980</u>	<u>May 1, 1981</u>
Leverman	\$14.42	\$15.76
Chief Engineer	13.98	15.32
Shift Engineer (Electrical or Mechanical)	13.76	15.10
Welder	13.76	15.10
Shore Operator	13.23	14.57
Mate	13.43	14.77
Shore Mate	13.43	14.77
Boatman	13.26	14.60
Deckhand	12.70	14.04
Leveeman	12.24	13.58

Where classifications not specified above are required, they shall be in accordance with the Standard Heavy Construction Agreement as negotiated with the Construction Labour Relations Association of British Columbia, and the appropriate rates for the said agreement shall apply and conditions as outlined in this Agreement shall apply.

Foremen:

Operating Engineer foremen (where required) shall be paid one dollar (\$1.00) per hour over the highest classification under their supervision.

Levermen, when on projects will be paid sixty-five cents (65¢) per hour above their classification as a supervisory premium.

Crews:

A minimum crew requirement on hydraulic or suction dredge up to and including sixteen inches (16") shall be three (3) men and a boatman (when the boat is operated by the Employer) in the following classifications:

Leverman
Chief Engineer and/or Shift Engineer
Mate
Boatman (where required)

The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over sixteen inches (16") up to and including eighteen inches (18") shall be four (4) employees and a boatman (when the boat is operated by the Employer) in the following classifications:

Leverman
Chief Engineer and/or Shift Engineer
Mate
Boatman (where required)
1 Deckhand or Day Mate.

SCHEDULE "A" - continued.. ..

The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over eighteen (18) inches up to (and including) twenty-six (26) inches shall be **six** (6) employees:

Leverman
Shift Engineer
Mate
2 Deckhands
Boatman

The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over twenty-six (26) inches shall be seven (7) employees:

Leverman
Shift Engineer
Mate
2 Deckhands
Boatman
Plus one (1) optional classification.

The crews specified in this section are understood to be the minimum crew employed on a dredge. **It is** recognized that considerations of safety, reasonable work load and other factors may require that a larger crew be employed, this to be determined at a pre-job conference and such additional employees required shall be employees covered under this Agreement.

The Employer recognizes the Union as having the jurisdiction over all dredge maintenance and repairs, i.e. electrical, mechanical, rigging, welding, fitting etc., and such persons who may be employed in any of these categories shall be members of the Union.

Manning Clause:

All equipment shall be manned, in accordance with classifications as listed in Schedule "A" and in addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an employee covered by this Agreement.

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 provided such Operating Engineer is available.

The foregoing shall be performed in accordance with the accepted practice within the Hydraulic Dredging Industry or as may be mutually agreed to between the Employer and the Union.

First Aid Man Where Designated:

"A" Ticket required - thirty cents (30¢) above his classified rate.

"B" Ticket required - twenty cents (20¢) above his classified rate.

"C" Ticket required - ten cents (10¢) above his classified rate.

SOURCE	C.C.A.		
EFF.	01	05	78
TERM.	30	04	80
EMPLOYEES COVERED			
MALE		FEMALE	

HYDRAULIC DREDGING AGREEMENT

AGREEMENT BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA *3 contracts* on its own behalf and on behalf of its members set forth in the Schedule attached hereto and those members added from time to time by mutual agreement of the parties.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

May 1, 1978 to April 30, 1980

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Association Members

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SCHEDULE "A"

Classifications and **Hourly** Wage Rates

Foremen

Crews

Manning Clause

Machine and Work Assignment

First Aid Man Where Designated

HYDRAULIC DREDGING AGREEMENT

THIS AGREEMENT made and entered into this *22* day of *September* 1978.

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BRITISH COLUMBIA
on its own behalf and on behalf of its members set forth in
the Schedule attached hereto and those members added from time
to time by mutual agreement of the parties.

(hereinafter referred to as the "Employer")

AND:

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

CLAUSE I: OBJECTS

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

CLAUSE 11: DURATION

This Agreement shall be in full force and effect from and including *1* May 1, 1978, to and including April 30, 1980, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date April 30, 1980, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of lockout, or the parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.

The operation of Section 66 (2) of the Labour Code of British Columbia is hereby excluded.

CLAUSE III: EXIENT

1. Application:

This Agreement shall apply to all employees of the Employer engaged in the classifications listed in Schedule "A" hereof, on all dredging and allied work only, undertaken by the Employer including those employed in dredge repair and maintenance yards, and shall be binding on the Employer and the Union and their respective successors and assigns.

Notwithstanding the foregoing, on that work covered by the Heavy Construction Agreement, Steel Erection Agreement, Piledriving, Dipper Clamshell Dredging and Related Work Agreement, British Columbia Road Builders Association Agreement and/or the Mainline Pipeline Agreement of the Pipe Line Contractors Association of Canada, such work shall

CLAUSE 111: EXTENT - Section 1 - continued.....

be performed under the conditions set out in the aforementioned agreements.

2. The terms of this Agreement shall apply to all owner-operators, Sub-Contractors or sub-contracts let by the Employer.

The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on the Sub-Contractor.

When an owner-operator is employed beyond five (5) working days, he shall be accorded all the rights, benefits and privileges of this Agreement and the Employer shall ensure that all contributions as provided for in this Agreement are made on his behalf.

This Clause does not supersede Clause XIII (B.C. Jurisdictional Work Assignments Plan) of this Agreement.

CLAUSE IV: WAGES

1. Hourly Wage Rates:

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

2. Health, Welfare and Pension Plan:

The Employer shall make contributions for Health, Welfare and Pension Plans in such amounts and under such conditions as set forth in this Agreement.

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

3. Annual Vacation and General Holiday Pay:

Vacation and General Holiday pay shall be 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 shall be paid to the employee upon termination of employment, or when an employee takes his annual vacation.

If requested in advance by the employee, vacation and General Holiday pay shall also be paid on the last regular payday in March, June, September and prior to Christmas for those working at the time.

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

When a General Holiday falls on a Tuesday, Wednesday or Thursday, exclusive of Christmas Day, Boxing Day and New Year's Day, then the holiday shall be observed on the Monday prior to such General Holiday and the actual day of such holiday shall be worked and paid for as a normal work day. Work performed on the day upon which it has been agreed that the holiday will be observed shall be paid for at double time rates.

The recognized holidays are: New Year's Day, third Monday in February [Heritage Day), Good Friday, Easter Monday, Friday prior to Empire Day, Empire Day, Dominion Day, first Monday in August (British Columbia Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the day following Boxing Day and any day declared a

CLAUSE IV: WAGES - Section 3 - continued.....

a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double time rates.

When a General Holiday falls on a Saturday or Sunday, the following Monday will be observed.

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

4. Payment of Wages and Subsistence Allowances:

The Employer shall at least every second Friday, pay to each employee covered by this Agreement, all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular payday, payment will be made the preceding day.

For employees on the second or third shift, the Employer shall pay every second Thursday.

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

In the event that an employee covered by this Agreement ceases for any reason to be an employee of the Employer, the Employer shall pay such employee not later than the second business day after he ceases to be an employee of the Employer, all wages, salary and holiday pay earned by the employee. A cheque mailed to the last known address of the employee within the time limits provided for above shall constitute compliance with this provision.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions until there is compliance with the provisions or other arrangements are made.

The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time rate and at overtime rate, the wage rate and total deductions from the amount earned.

Exchange charges will be added to the cheque, if not payable at par.

5. New Classifications:

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

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

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Clause XXII.

Where an employee works in a higher hourly wage classification for four (4) hours or less, he shall be paid the higher rate for a minimum of four (4) hours; if he works more than four (4) hours he shall be paid the higher rate for a minimum of eight (8) hours.

CLAUSE V: HOURS OF WORK

Regular Hours:

1. Eight (8) hours shall constitute a day's work including one-half (1/2) hour for lunch between the hours of 8:00 a.m. and 4:00 p.m., five (5) days shall constitute a week's work, i.e. Monday, 8:00 a.m. to Friday, 4:00 p.m. The start of the work week shall be Monday, 8:00 a.m. to Friday, 4:00 p.m., except as provided in section 2.

2. Yard Maintenance:

Regular hours - on yard maintenance seven and one-half (7-1/2) hours shall constitute the day shift including one-half (1/2) hour for lunch between the hours of 8:00 a.m. and 3:30 p.m. and seven and one-half (7-1/2) hours including one-half (1/2) hour for lunch shall constitute the afternoon shift between the hours of 3:30 p.m. and 11:00 p.m. Five (5) days shall constitute a week's work.

i.e. Day Shift - Monday 8:00 a.m. to Friday 3:30 p.m.

Afternoon Shift - Monday 3:30 p.m. to Friday 11:00 p.m.

The start of the work week shall be Monday 8:00 a.m.

CLAUSE VI: SHIFTS

1. Where more than one shift is required and continued for five (5) consecutive days or more, then all shifts shall consist of seven and one-half (7-1/2) hours of work, exclusive of lunch period, for which eight (8) hours shall be paid. Where additional shifts are not continued for five (5) consecutive days or more, such additional shifts will be considered overtime and paid for accordingly.
2. Where more than one shift is worked, the starting times of the shifts shall be: day shift - 8:00 a.m.; second shift - 4:00 p.m.; third shift - 12:00 p.m. All shifts will be rotated every weekend.

When it is agreed between the Employer and the Union to vary the starting times, a majority of the employees on the job shall decide the issue. A ballot vote shall be taken on the Job under the supervision of a person designated by the Union.

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

Call-Out Time:

- (a) Where an employee is called out for work and no work is performed, he shall be paid four (4) hours:
 - (i) On regular shifts at straight time;
 - (ii) On Saturdays, Sundays and General Holidays at the prevailing overtime rates;
- (b) Where an employee is called out for work at any time and work is performed, he shall be paid a minimum of:
 - (i) On regular shifts, four (4) hours at straight time;
 - (ii) On overtime days, four (4) hours at the prevailing overtime rates;
 - (iii) After the regular shift, employees called to work shall

CLAUSE VI: SHIFTS - Section 3 - (a) - (iii) - continued.....

receive a minimum of four (4) hours' pay at the prevailing overtime rates;

provided however, that the workman has reported to the jobsite in person in a competent condition to carry out his duties and providing adequate notice has not been given not to report for work. Adequate notice shall be construed as follows:

Where there is no camp, two (2) hours' notice prior to starting time shall be given by telephone or prearranged radio broadcast; where camps are maintained, one (1) hour's notice prior to starting time shall be given.

Each employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

The Employer shall pay to every employee covered by this Agreement who works in excess of four (4) hours, and less than eight (8) hours in any one shift, at least eight (8) hours for each such shift, provided the employee is available for work, except where in case of inclement weather, the work is suspended by the Owner's Engineers, then only actual hours worked shall be paid for.

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

4. Where an employee reports at the request of his Employer and performs work at overtime rates prior to his regular starting time, such time will be considered as overtime only, and not considered in calculating his daily minimums under this Clause.

CLAUSE VII: TRANSPORTATION

1. Hiring and Termination:

- (a) When upon commencing employment on a job, employees are required to travel to the job, they shall receive from the Employer the cost of transportation from point of hire, meals 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 shall be deducted by the Employer.
- (c) If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds cost of return transportation shall be paid by the Employer.
- (d) If an employee quits or is discharged when having been on the job forty-five (45) calendar days, return transportation shall be paid by the Employer.
- (e) Eight (8) hours' pay at straight time will be paid out of every twenty-four (24) hours' travelled, subject to the same conditions as govern transportation. Where time required to travel is less than eight (8) hours, the employee may be required to work for the unexpired time up to eight (8) hours.
- (f) When an Operating Engineer is required to provide mechanic's tools, the cost of transporting all such tools to and from the job shall be borne by the Employer, subject to the same provisions as govern transportation.

When a mechanic leaves the employ of the Employer, the Employer shall be required to pay the cost of shipping mechanic's tools.

CLAUSE VII: TRANSPORTATION - Section 1 - (f) - continued.....

Tools shall be shipped within forty-eight (48) hours excluding weekends and holidays of his leaving his employment subject to the same conditions as govern transportation.

Where the Employer fails to comply with the above, unless proper reasons for the delay are forthcoming, the employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions of this Agreement until there is compliance with these provisions.

- (g) If the Employer fails to provide work after one shift and requires an employee to stand by, the Employer shall pay the employee a minimum of eight (8) hours' pay for each shift of stand-by thereafter.
- (h) On jobs inaccessible to public transportation, the Employer agrees to supply or arrange for suitable transportation. On jobs where an employee is confronted with excessive travelling time, the Employer agrees to pay travel time on a mutually satisfactory basis.
- (i) On jobs where travelling provisions are not otherwise provided for in this Agreement, they will be discussed and decided at the pre-job discussions between the Employer and the Union.

2. Local Travel - Vancouver Metropolitan Area:

Employees shall report in time to reach the dredge at the regular starting time of their designated shifts.

Local transportation and travelling time shall be paid as in Appendix "A"

Appendix "A":

	<u>May 1/78</u>		<u>May 1/78</u>
Zone 'A'	3.00	Zone 'E'	5.75
Zone 'B'	4.00	Zone 'F'	6.25
Zone 'C'	4.75	Zone 'G'	6.75
Zone 'D'	5.25	Zone 'H'	7.25

Boat Travel:

	<u>May 1/78</u>		<u>May 1/78</u>
0-1 miles	0.00	3-4 miles	1.55
1-2 miles	1.05	4-5 miles	1.80
2-3 miles	1.30		

This rate would progress fifty-five cents (55¢) per mile each mile after five (5) miles.

On jobs where boat travel is excessive, the Employer and the Union shall meet and discuss the problem.

CLAUSE VIII: OUT-OF-TOWN ACCOMMODATION

On out of town jobs where camps are provided, room and board shall be supplied at no cost to the employee.

Camp accommodations when supplied, shall meet all the standards and requirements of the British Columbia and Yukon Territory Building Trades Council Camp Rules 1967 - 1977 as submitted to the Employer Association.

In areas where no camps are provided the Employer will supply to every

CLAUSE VIII: OUT-OF-TOWN ACCOMMODATION - continued.....

employee covered by this Agreement free room and board. The Employer and the Union in their pre-job discussions will decide on what arrangements are to be made with regard to subsistence allowances or first class room and board.

These accommodations shall provide single room accommodation for each employee.

Where the Employer is unable to provide single room accommodation a pre-job meeting between the Employer and the Union shall be held prior to commencement of the project, in order to arrive at a suitable arrangement for accommodation, travel time and local transportation allowances.

Men dispatched to jobs before jobs are ready, will be paid eight (8) hours at the regular rate until the job starts, or have their return transportation and travel time paid.

Employees residing in camps or Employer-supplied accommodation may on any weekend vacate or check-out of such accommodation and the Employer shall pay him seven dollars and fifty cents (\$7.50) per day check-out where accommodation is provided in camps and ten dollars (\$10.00) per day where accommodation is provided for those living in motels-hotels.

To qualify, the employee 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.

CLAUSE IX: WORKING CONDITIONS

1. Each dredge shall be equipped with adequate lunch room facilities and a proper dryroom and locker room for the crew to dry and keep their clothes, or similar facilities otherwise provided. Adequate lunch room facilities with a proper dryroom and locker room shall also be provided on the shore side.

The Employer shall provide lunchroom facilities complete with heat and light, separate from any tool and storage facilities.

2. If more than one (1) meal occurs in the period worked by the employee and the work is expected to continue, the Employer shall provide the extra meal at no expense to the employee. The employee shall be considered working during the time spent consuming the meal.
3. Employees assigned to ride on a dredge, drill barge or tug towing same, shall be paid double time, except inside First Narrows Bridge and on the North Arm, Middle Arm and Main River east of Steveston regular hours of work shall apply.
4. Crews lunch period will be posted in the lunch room by the Employer. Such designated lunch period shall occur at mid-shift, or not longer than one-half (1/2) hour past midshift.

On projects all employees shall be paid double time for the designated lunch period and shall be given reasonable time to consume their lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

On unscheduled dredge maintenance exceeding twenty-four (24) hours of regular shifts, the above shall not apply.

The above is to ensure the continuous operation of the dredge.

5. Essential protective clothing including welders' leather gloves, protective vests or leather jackets shall be supplied on a charge-out basis.

CLAUSE IX: WORKING CONDITIONS - continued.....

6. The Employer will provide a termination slip within three (3) calendar days, if requested by the Union or the employee, which shall state the reason for the employee's termination, and whether or not he is eligible for rehire.
7. Adequate time will be allowed prior to quitting time for picking up tools.
 - a. One (1) hour's notice of termination shall be given by the Employer. This hour shall be used by the employee to gather his belongings together and to turn in any tools or goods belonging to the Employer. If such notice is not given then one (1) hour at straight time shall be paid in lieu thereof.
9. Adequate toilet facilities shall be provided by the Employer and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
10. Waterless hand cleaner will be supplied at all mechanical operations covered by this Agreement.
11. In case of fire, burglary or marine wreck (as defined by the Insurance Act) on property or premises provided by the Employer, the Employer shall protect the value of an employee's work clothes up to a total of two hundred and fifty dollars (\$250.00). The Employer shall also provide insurance for the employees' required tools to a total of the tools, tool for tool, make for make, provided an inventory of tools and clothing is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall 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 his rights to submit a claim shall be waived.
12. Hard hats, suspensions for hard hats, welders' gloves and welders' goggles 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.
13. All Operating Engineers who request coveralls shall have these supplied by the Employer and replaced upon normal wear and tear. Employees are expected to take reasonable care of coveralls supplied. Shop crews only shall have coveralls supplied and cleaned by the Employer. In the event that an employee does not return the coveralls supplied to him by the Employer, the Employer shall deduct this cost from the employee.
14. Leave of Absence:
 - (a) The Employer shall allow time off work without pay for any employee who is serving on a Union committee.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.
 - (b) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work.

When any employee suffers an injury or illness which requires

CLAUSE IX: WORKING CONDITIONS - Section 14 - (b) - continued....

his absence, he shall report the fact to the Employer as soon as possible to his actual starting time, so adequate replacement may be made if necessary.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer.

- (c) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for one (1) day. Immediate family means: wife, mother, father, brother, sister or children.
- (d) Employees on approved leave of absence shall be paid fare both to and from his point of hire.
- (e) Employees involved in an accident while on the job shall receive a minimum of eight (8) hours' pay for the day of the accident.

15. It is agreed, a telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.

CLAUSE X: UNION SECURITY

1. The Employer recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at those classified occupations listed in Schedule "A" and for such other employees as may be assigned to new classifications coming within the Union's jurisdiction.

2. When employees are required, only Union members having a dispatch slip from the Head Office of the Union and the Employer shall be hired.

When Union members are not available from the Dispatch Office of the Union, the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union qualifications.

Employees hired under this part shall become and remain members in good standing of the Union within twenty-one (21) days of their commencing employment or be replaced by the Union Tradesmen when available.

3. Every piece of equipment referred to in Schedule "A" of this Agreement used by the Employer, whether owned by the Employer or otherwise, shall be operated by a member of the Union, and the Employer shall not use either directly or indirectly any such equipment which is operated by a person not a member of the Union.

4. It is the prerogative of the Employer to hire, to transfer and to lay off due to reduction of forces or suspension or completion of work. It is also the prerogative of the Employer to discharge an employee for just cause subject to the right of the parties, or persons bound by this Agreement, to invoke grievance proceedings herein. It shall not be the duty of the Employer to induce non-members to join the Union.

5. The Union reserves the right to render assistance to other labour organizations by removal of its members from jobs when necessary for the following reasons:

Legal picket lines or workmen being employed on the project who are not affiliated with the British Columbia and Yukon Territory Building and Construction Trades Council. Before such removal takes place, the Union will notify the Employer in writing.

CLAUSE XI: JOB STEWARDS

1. Job Stewards shall be recognized on all jobs and shall not be discriminated against. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards and in the event of a layoff or reduction of the work force, such Job Stewards shall, at all times be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto. Time shall be given to the Job Steward to carry out his duties.
2. The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.

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

CLAUSE XII: ACCIDENT PREVENTION

It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act, and any refusal on the part of a workman to work or to continue work in contravention of such regulations shall not be deemed to be a breach of this Agreement. The Union is to give thorough instructions to its members in all standard safety regulations.

Both the Employer and the Union shall give particular attention to the regulations of the Workers' Compensation Board respecting the setting up of a Safety Committee, such Committee shall be set up within one (1) week.

CLAUSE XIII: B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN

1. Both parties to this 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 re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
2. The Employer shall upon request make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia.
3. The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
4. The parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
5. The Union agrees that the establishment of picket lines and/or the

CLAUSE XIII: B.C. JURISDICTIONAL WORK ASSIGNMENTS PLAN - Section 5 - continued...

stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

6. 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.

Jurisdictional Assignment Plan Fund:

- (a) Effective August 1, 1977, one-half cent (.5¢) per hour 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 Agreement.
- (b) These monies will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.
- (c) It is agreed that the target date for implementation of the Plan shall be November 1, 1977. At the conclusion of one year of operation, the Trustees of the Plan will make a general financial review and should the funding require modification, the Trustees will inform all parties of any agreed upon change together with the effective date of the modification. It is agreed that the decision of the Trustees shall be final and binding upon all parties.

CLAUSE XIV: REPAIRS AND SHUTDOWNS

When the dredge, powerscow, floating pipeline, derricks and all other marine and floating equipment is undergoing repairs, alterations, assembling and dismantling, carried out by the Employer, such work shall come under the jurisdiction of the Union. In the event of an emergency where it may be necessary to employ or use other than Operating Engineers, such employees shall come under the terms of this Agreement.

CLAUSE XV: HEALTH, WELFARE AND PENSION PLAN

The Employer shall make contributions at the rate of forty-five cents (45¢) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Health and Welfare Plan.

Effective May 1, 1978 the Employer shall make contributions at the rate of eighty-five cents (85¢) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

Effective May 1, 1979 the Employer shall make contributions at the rate of ninety cents (90¢) per hour for which wages are payable hereunder to each employee within the scope of this Agreement to the Operating Engineers' Pension Plan.

The Operating Engineers' Health, Welfare and Pension Plan shall be controlled by a Board of Trustees composed of six (6) representatives from the Union and two (2) from the Amalgamated Construction Association of British Columbia.

The Employer agrees to be bound by the terms of the Trust Agreement.

The Employer is required to report on the forms provided by the Health, Welfare and Pension Plan.

CLAUSE XV: HEALTH, WELFARE AND PENSION PLAN - continued.....

Contributions must be forwarded by the Employer to the Operating Engineers' Health, Welfare and Pension Plan by the fifteenth (15th) day of the month following that which contributions cover.

In the event an Employer fails to remit contributions to this Plan, in conformity with this section of the Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

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

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

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

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

- (a) Medical surgical benefits;
- (b) Weekly Indemnity benefits for non-occupational sickness and accident;
- (c) Pension Plan;
- (d) Such additional benefits as the Trustees of the Plan shall periodically determine.

CLAUSE XVI: SAVINGS CLAUSE

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within the period of sixty (60) days to re-draft a new section or portion thereof which shall be valid, and which shall replace the section or portion thereof declared invalid.

If the parties do not agree on a mutually satisfactory replacement, they shall submit this dispute to the Grievance Procedure.

CLAUSE XVII: WORKING DUES CHECKOFF

Twelve cents (12¢) per hour working dues shall be deducted from each employee covered by this Agreement 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.

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

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

CLAUSE XVIII: OPERATING ENGINEERS' APPRENTICESHIP AND UPGRADING FUND AND PLAN

Effective May 1, 1978, the Employer shall make contributions at the rate of fifteen cents (15¢) per hour for each hour of work performed by each employee covered by this Agreement to the Operating Engineers' Apprenticeship and Upgrading Fund and Plan.

CLAUSE XVIII: OPERATING ENGINEERS' APPRENTICESHIP - continued.....

provide workmen 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 tradesmen's qualification test.

The Operating Engineers' Apprenticeship and Upgrading Fund will be administered by the Joint Apprenticeship Board established under the Operating Engineers' Apprenticeship and Upgrading Plan.

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

The Employer shall notify the Administrator of the Operating Engineers' Joint Apprenticeship Board before he discharges an apprentice or trainee in any trade classification.

CLAUSE XIX: B.C. & YUKON TERRITORY BUILDING & CONSTRUCTION TRADES COUNCIL FUND

The Employer shall make contributions at the rate of one cent (1¢) per hour for each hour of work performed by each employee covered by this Agreement, to the British Columbia and Yukon Territory Building and Construction Trades Council Fund.

CLAUSE XX: MECHANICS, SERVICEMAN TOOL REPLACEMENT FUND

The Employer shall make contributions at the rate of one cent (1¢) per hour for each hour for which wages are payable hereunder for each employee covered by this Agreement to the Operating Engineers' Mechanics Tool Replacement Fund.

CLAUSE XXI: METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

1. The contributions and deductions referred to in Clause XIII, XV, XVII, XVIII, XIX and XX shall be remitted monthly by cheque, together with a form supplied to the Employers by the Union, to the Operating Engineers' Welfare Plan. The said Operating Engineers' Welfare Plan may make reasonable charge to the Plan for administrative expenses as determined by the Trustees, and approved by the Trustees of the recipient Funds.
2. Timely payment of wages and contributions to the Trust Funds, provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Funds shall be dealt with as follows:
 - (a) The Union will advise the Employer in writing of any delinquency.
 - (b) If within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and holidays, the Employer has failed to pay delinquent contributions or the Employer or his Construction Labour Relations Association representative has failed to request a meeting with the Union to provide for the payment of delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement, are in arrears and subject to an additional charge at the rate of ten percent (10%) on all contributions/deductions in arrears.

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

CLAUSE XXII: GRIEVANCE PROCEDURE

If during the life of this Agreement there should arise any grievance, dispute or other matter of controversy as to the carrying out of the terms of this Agreement, its interpretation, application, operation, violation or wrongful dismissal, then each party shall appoint within ten (10) days of notice from the other party to do so, up to three (3) persons to be members of a joint committee to examine the difficulty complained of and find a solution which shall be submitted to both parties for approval. This committee shall meet within fourteen (14) days of their appointment.

In case this method does not bring about a settlement, then within five (5) days, each party shall appoint a representative to an Arbitration Board; the two appointees shall within five (5) days endeavour to agree upon a chairman. If they are unable to do so within the required time, the Minister of Labour shall be requested to appoint a chairman. The Arbitration Board shall meet and render their decision within ten (10) days of the appointment of the chairman. The decision shall be final and binding on both parties, and may include an award of reinstatement, loss of wages, compensation or both, in case of wrongful dismissal.

It is further agreed that questions involving the interpretation or application of the Collective Agreement shall initially be discussed by the respective negotiating committees.

CLAUSE XXIII: TECHNOLOGICAL CHANGE

It is understood and agreed that during the first six (6) months of this Agreement the parties will meet and in accordance with Section 74 of the Labour Code of British Columbia negotiate a clause on Technological Change to become part of this Agreement.

CLAUSE XXIV: RETROACTIVE PAY

It is agreed and understood that all retroactive pay shall be paid in full within thirty (30) days from date of signing.

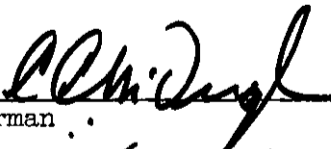
This shall apply to all past and present employees.

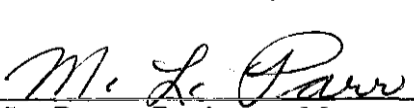
All past employees shall have their retroactive cheques mailed to them, or if returned undelivered, to the Burnaby office of the Union for distribution. Unclaimed cheques shall be returned by the Union to the Employer ninety (90) days thereafter.

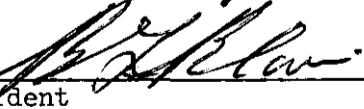
SIGNED AT *Burnaby* British Columbia, this *22* day of *September* 1978.

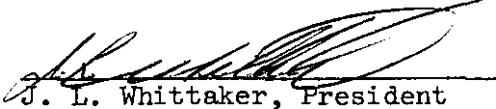
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BRITISH COLUMBIA

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115


Chairman


M. L. Parr, Business Manager


President


J. L. Whittaker, President


F. G. Randall, Recording-Corresponding
Secretary

SCHEDULE

The following firms are members of Construction Labour Relations Association of British Columbia and are accredited or have authorized the Association to bargain and sign a Collective Agreement on their behalf with the International Union of Operating Engineers, Local 115, for a Hydraulic Dredging Agreement.

Centennial Dredging & Sand Ltd.	1250 No. 5 Road, Richmond, B.C.
Dillingham Corp. Canada Ltd.	Ft. of Brooksbank Ave., North Vancouver, B.C.
Sceptre Dredging Ltd.	P.O. Box 280, New Westminster, B.C.

SCHEDULE "A"

<u>HOURLY WAGE RATES</u> <u>CLASSIFICATIONS</u>	<u>May 1, 1978</u>	<u>May 1, 1979</u>
Leverman	\$12.49	\$13.17
Chief Engineer	12.05	12.73
Shift Engineer (Electrical or Mechanical)	11.83	12.51
Welder	11.83	12.51
Shore Operator	11.30	11.98
Mate	11.50	12.18
Shore Mate	11.50	12.18
Boatman	11.33	12.01
Deckhand	10.77	11.45
Leveeman	10.31	10.99

Where classifications not specified above are required, they shall be in accordance with the Standard Heavy Construction Agreement as negotiated with the Construction Labour Relations Association of British Columbia, and the appropriate rates for the said agreement shall apply and conditions as outlined in this Agreement shall apply.

Foremen:

Operating Engineer foremen (where required) shall be paid one dollar (\$1.00) per hour Over the highest classification under their supervision.

Crews :

A minimum crew required on a hydraulic or suction dredge under eighteen (18) inches shall be three men and a boatman (when the boat is operated by the Employer) in the following classifications:

Leverman
Chief Engineer and/or Shift Engineer
Mate
Boatman (where required)

The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over eighteen (18) inches up to (and including) twenty-six (26) inches shall be six (6) employees:

Leverman
Shift Engineer
Mate
2 Deckhands
Boatman

The minimum crew on each shift on a hydraulic and/or suction dredge when the dredge is pumping, for dredges over twenty-six (26) inches shall be seven (7) employees :

Leverman
Shift Engineer
Mate
2 Deckhands
Boatman
Plus one (1) optional classification.

SCHEDULE "A" - continued.. . . .

The crews specified in this section are understood to be the minimum crew employed on a dredge. It is recognized that considerations of safety, reasonable work load and other factors may require that a larger crew be employed, this to be determined at a pre-job conference and such additional employees required shall be employees covered under this Agreement.

The Employer recognizes the Union as having the jurisdiction over all dredge maintenance and repairs, i.e. electrical, mechanical, rigging, welding, fitting etc., and such persons who may be employed in any of these categories shall be members of the Union.

Manning Clause :

All equipment shall be manned, in accordance with classifications as listed in Schedule "A" and in addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an employee covered by this Agreement.

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 provided such Operating Engineer is available.

The foregoing shall be performed in accordance with the accepted practice within the Hydraulic Dredging Industry or as may be mutually agreed to between the Employer and the Union.

First Aid Man Where Designated:

"A" Ticket required - thirty cents (30¢) above his classified rate.

"B" Ticket required - twenty cents (20¢) above his classified rate.

"C" Ticket required - ten cents (10¢) above his classified rate.