

**STANDARD AGREEMENT**

**of the**

**PILE DRIVERS, DIVERS, BRIDGE,**

**DOCK AND WHARF BUILDERS**

**Local No. 2404 Delta**

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**The Pile Drivers Standard Agreement** for the Province of British Columbia and the Yukon Territory for 2019 – 2022 (the “Agreement”)

Dated for reference the 1<sup>st</sup> day of May 2019

**BY AND BETWEEN:**

**Pile Drivers, Divers, Bridge, Dock and Wharf Builders Local No. 2404, Delta**

(Hereinafter referred to as “**The Union**”)

**AND:**

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

On its own behalf and on behalf of: Broadwater Industries (2011) Ltd., Fraser River Pile and Dredge GP Inc., Soletanche Bachy Canada, Vancouver Pile Driving Ltd. and those members added from time to time by mutual agreement between the parties.

(Hereinafter referred to as “**The Employer**”)

## **CLAUSE 1 – OBJECTS**

**1.01** 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 a mutually agreed method 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 2 – DURATION**

**2.01** This Agreement shall be in full force and effect from and including May 1, 2019 to and including April 30, 2022 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, 2022 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 the Collective Agreement or a new Collective Agreement.

**2.02** 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 the Agreement or a new Collective Agreement.

The operation of Subsections (2) and (3) of Section 50 of the **Labour Relations Code** of British Columbia are hereby excluded.

## **CLAUSE 3 – EXTENT**

**3.01** This Agreement shall be the Standard Agreement for the Province of British Columbia and the Yukon Territory and will extend to all Employers with whom the Union bargains collectively.

### **3.02 Subcontractors**

The terms of this Agreement shall apply to all subcontractors or subcontracts let by the Employer. The Employer agrees to require as a condition of subcontract that all subcontractors shall comply fully with the wages and conditions of this Agreement and recognize this Union for work under its jurisdiction. The Employer will advise the Union of the name of the subcontractor before the job commences.

### **3.03 Reservations Clause**

Subject to reasonable notice given to the Contractor, it shall not be a violation of this Agreement for the Union to withdraw its members from a job-site or sites for:

- a) Rendering assistance to Labour Organizations.
- b) Refusal on the part of Union members to handle any materials, equipment, or product declared unfair by the B.C. Federation of Labour; or manufactured, assembled or produced by an Employer whose employees are on strike against or are locked out by an Employer.

*Note: The following **Clause (3.03(c))** is not to be misconstrued to include any work falling within the Union's jurisdiction.*

- c) Subject to reasonable notice given to the Contractor not later than fifteen (15) days prior to the bid closing on any job, it shall not be a violation of this agreement for the Union to withdraw its members from a job-site or sites for refusal on the part of Union members to work with non-union workers.

### **3.04 Savings Clause**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.

In the event that any clause or section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

## CLAUSE 4 – WAGES AND HOURLY COST ITEMS

### 4.01 Hourly Wage Rates

Minimum hourly rates shall be as set out below:

| Classification                        | April 28/19 | May 3/20 | May 2/21 |
|---------------------------------------|-------------|----------|----------|
| Foreperson                            | \$47.51     | \$48.48  | \$49.45  |
| Pile Driver/Bridgeworker *            | \$41.42     | \$42.27  | \$43.12  |
| Unticketed Bridgeworker (92%)         | \$38.11     | \$38.89  | \$39.67  |
| 3 <sup>rd</sup> Year Apprentice (90%) | \$37.28     | \$38.04  | \$38.81  |
| 2 <sup>nd</sup> Year Apprentice (80%) | \$33.14     | \$33.82  | \$34.50  |
| 1 <sup>st</sup> Year Apprentice (70%) | \$28.99     | \$29.59  | \$30.18  |
| Entry Level @ 55%                     | \$22.78     | \$23.25  | \$23.72  |

### Summary of Employer/Employee Contributions:

|                                   | April 28/19   | May 3/20      | May 2/21      |
|-----------------------------------|---------------|---------------|---------------|
| Pension Plan**                    | \$6.40        | \$6.45        | \$6.50        |
| Health & Welfare Plan**           | \$2.65        | \$2.65        | \$2.65        |
| Joint Apprenticeship & Training** | \$0.51        | \$0.56        | \$0.56        |
| Construction Rehabilitation Fund  | \$0.02        | \$0.02        | \$0.02        |
| JApplan***                        | n/a           | \$0.01        | \$0.01        |
| <b>Total</b>                      | <b>\$9.58</b> | <b>\$9.69</b> | <b>\$9.74</b> |
| Field Dues Check-off**            | \$1.66        | \$1.66        | \$1.66        |

#### NOTE:

- \* **Pile Driver/Bridgeworker** - In order to be dispatched as a Pile Driver/Bridgeworker an employee must possess either a Piledriver & Bridgeworker TQ or certificates confirming the following training has been successfully completed: Certificate of Qualification in any related and recognized in BC heavy construction trade, Confined Space Awareness, Pleasure Craft Operator, Fall Protection, WHIMIS 2015, Aerial Boom Lift, Level 1 First Aid (or equivalent), CSTS-09. Employees who do not hold all of these certificates will be dispatched as Unticketed Bridgeworkers unless they were members of the bargaining unit prior to April 29, 2016. These conditions do not apply to registered Piledriver and Bridgeworker Apprentices.
- \*\* These **contributions** to be based on hours earned.
- \*\*\* **JApplan** applies specifically to Broadwater Industries (2011) Ltd., Fraser River Pile and Dredge Inc., Soletanche Bachy Canada and Vancouver Pile Driving Ltd. As of May 1, 2018 the trustees of the JApplan have suspended the contribution until further notice.

#### **4.02 First Aid Attendants/CSO**

Employees required to act as First Aid Attendants with a valid Level 1 Certificate will be paid an additional twenty-five cents (\$0.25) or, with a valid Level 1 Certificate including Travel Endorsement fifty cents (\$0.50), per hour above their regular wage rate. All employees with a valid Level 2 Certificate will be paid seventy-five cents (\$0.75) per hour above their regular wage rate at all times. Employees assigned to act as a Construction Safety Officer with a valid certificate will be paid fifty cents (\$0.50) per hour above their regular wage rate. All employees with a valid Level 3 Certificate will be paid one-dollar (\$1.00) per hour above their regular wage rate at all times. The Employer will pay eight (8) hours at straight time to employees taking and passing a Level 1 First Aid Course and will pay eight (8) hours at straight time to employees taking and passing a Travel Endorsement Course. The Joint Apprenticeship and Training Fund will pay the costs of the course and instructor for both courses.

#### **4.03 Site Specific Training**

The Employer shall pay the cost of any site specific training (including paying for the time to attend the course at straight time rates) they require an employee to take before reporting to a specific job. It is agreed that this clause shall not apply to any training which the employee received prior to being dispatched to the specific job.

#### **4.04 Pipes and Pipe Caissons**

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

#### **4.05 Underground**

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

#### **4.06 Divers and Tenders**

Divers and/or tenders working on a subcontract basis for contractors' signatory to The Pile Drivers Standard Agreement must be members in good standing of the Union.

#### **4.07 Annual Vacation - Statutory Holiday Pay**

Vacation and statutory holiday pay consisting of six percent (6%) of gross earnings for annual vacations and six percent (6%) of gross earnings for statutory holidays shall be paid to the employee on every regular payday. An employee may take up to three (3) weeks' annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the employee and the Employer.

#### 4.08 Statutory Holidays

The recognized holidays are New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding British Columbia Day, British Columbia Day, the Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any such day as may be declared a public holiday by the Federal and/or Provincial Governments. No work shall be performed on Labour Day. All work performed on statutory holidays shall be paid for at double time rates.

4.09 When a statutory holiday falls on a Saturday or Sunday, the following Monday shall be observed.

4.10 When Christmas and Boxing Day fall on Saturday and Sunday, the following Monday and Tuesday shall be observed.

4.11 Canada Day is to be observed on July 1<sup>st</sup>. For those workers employed on out-of-town projects, if July 1<sup>st</sup> falls on Tuesday, Wednesday or Thursday, the holiday may be observed on the Monday prior; to be mutually agreed upon by the Union and Employer.

#### Contributions and Deductions

#### 4.12 Health, Welfare and Pension Plans

Effective April 28, 2019, the Employer shall make contributions to the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Plans at the rate of nine dollars and five cents (\$9.05) per hour; two dollars and sixty-five cents (\$2.65) Health and Welfare, and six dollars and forty cents (\$6.40) Pension for each hour earned by each employee within the scope of this Agreement. Pension contributions shall increase to six dollars and forty-five cents (\$6.45) per hour effective May 3, 2020, and to six dollars and fifty cents (\$6.50) per hour effective May 2, 2021.

These contributions will be as follows:

|                    | <b>April 28/19</b> | <b>May 3/20</b> | <b>May 2/21</b> |
|--------------------|--------------------|-----------------|-----------------|
| Health and Welfare | \$2.65             | \$2.65          | \$2.65          |
| Pension            | \$6.40             | \$6.45          | \$6.50          |
| <b>Total</b>       | <b>\$9.05</b>      | <b>\$9.10</b>   | <b>\$9.15</b>   |

\* NOTE: These contributions to be based on hours earned.

4.13 Such contributions shall be paid prior to the fifteenth (15<sup>th</sup>) day of the month following the month in which such hours were worked and shall be accompanied by a remittance report in a form prescribed by the Board of Trustees. Each monthly report and contributions shall include all obligations arising from hours worked or earned up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month. Such contributions shall be made by cheque payable to the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare, and Pension Plan at par in Vancouver, B.C.



**4.14** The Employer and the Union hereby agree to be bound by the terms of the Trust Agreement of the Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Trust Fund dated the 1<sup>st</sup> day of October, 1970 and any amendment or revision from time to time. The Union agrees to become a signatory to the said Trust Agreement.

**4.15** The Pile Drivers, Divers, Bridge, Dock and Wharf Builders Health, Welfare and Pension Trust Fund shall be administered by a Board of Trustees appointed in accordance with the terms of the said Trust Agreement.

**4.16 Joint Apprenticeship and Training**

The Employer shall contribute an amount of fifty-one cents (\$0.51) per hour effective April 28, 2019 and fifty-six cents (\$0.56) effective May 3, 2020 for each hour earned by employees covered by this Agreement to the Joint Apprenticeship and Training Fund. Four representatives, two from the Union and two from the Employer shall administer the Fund.

**4.17** The Employer and the Union agree to maintain and perpetuate the apprenticeship plan by adhering to a mandatory apprentice ratio of 6 to 1 (for every 6 Journeypersons an Apprentice will automatically be employed). For employers with less than 6 employees, where practical, an Apprentice will be hired after 3 Journeypersons.

One dollar (\$1.00) per hour after taxes shall be deducted from each Apprentices' wages and remitted to the Apprenticeship Savings Plan along with the other Employer Contributions. Funds held in the Apprenticeship Savings Plan will be issued to Apprentices only upon commencement of the Apprentices' scheduled apprenticeship class.

The Employer and the Union also agree to continue the jointly administered Plan of Apprenticeship and the standards of training required shall be recognized by the parties hereto.

All apprentices employed under the terms of this agreement shall be members in good standing of the Pile Drivers Union. All apprentices shall be indentured to the Joint Apprenticeship and Training Fund and shall be placed on jobs that will provide a full and complete apprenticeship. It is also understood that each apprentice shall be under the supervision of a Foreperson and/or Pile Driver/Bridgeworker at all times and shall be considered as part of the crew.

**4.18 \*Jurisdictional Assignment Plan**

*\*Applies specifically to Broadwater Industries (2011) Ltd., Fraser River Pile and Dredge GP Inc., Soletanche Bachy Canada., and Vancouver Pile Driving Ltd.*

The Employer shall contribute one cent (\$0.01) per hour worked to the JAplan. The JAplan, as agreed to between the BCYT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union, which is challenged under the JAplan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim

damages through collective agreement arbitration for noncompliance with the Umpire's ruling for the period subsequent to the ruling.

Note: as of May 1, 2018 the trustees of the JAplan have suspended the contribution until further notice.

#### **4.19 Construction Rehabilitation Plan**

An amount equal to two cents (\$0.02) per hour for each hour worked by employees covered by this Agreement shall be paid monthly to the **B.C. Construction Industry Rehabilitation Fund** by the Employer in the manner set forth in **Sub-Section 5.01**.

**4.20** These monies will be remitted to the Trustees by the fifteenth (15<sup>th</sup>) 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.

#### **4.21 Working Dues Check-Off**

The Employer shall deduct such amounts for working dues and/or permit fees as the Union shall from time to time direct and forward same to the Union as directed by the Union in the manner set forth in **Sub-Section 4.12**. Where permit workers are obtained from the Union, dues shall be checked off by the Employer when proper authorization is presented by the employee. Each member shall submit a written authorization to their Employer as a condition of employment. These amounts are as follows:

\* May 1, 2019 to April 30, 2022 - \$1.66 per hour

\* *This deduction to be based on hours earned.*

#### **4.22 Employee Deductions**

The Union may alter the deduction amounts or implement any new employee deduction amount by providing the Employer with sixty (60) calendar days' written notice.

### **CLAUSE 5 – METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

**5.01** The contributions referred to in **Clause 4** shall be remitted monthly by cheque not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which such hours were earned, together with a form supplied to Employers by the agency appointed by the Board of Trustees. The said agency shall remit monthly all such monies received to the funds and plans as provided for in **Clause 4** and may make reasonable charge for administrative expenses as determined by the agency and approved by the Trustees of the recipient funds.

**5.02** 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 the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and holidays, the Union may then request a meeting with the Employer to provide for the payment of funds.
- c) Should the matter not be resolved at the above mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week, or upon twenty-four (24) hours' notice to the Employer, withdraw its members from the Employer without contravening the terms of this Agreement.

## **CLAUSE 6 – PAYMENT OF WAGES**

**6.01** Workers shall be paid every Friday. There shall not be more than five (5) working days' holdback prior to date of payment provided that if a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Exchange charges shall be added to the cheque or otherwise provided for by the Employer. All employees are encouraged to choose direct deposit to the participating chartered bank, trust company, or credit union of their choice. If direct deposit is not possible, a paper cheque shall be provided. It is further understood that itemized pay slips (Clause 6.04) will be provided no later than the end of the shift on Friday and may be transmitted electronically.

**6.02** Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

### **6.03 Payroll Penalty**

In the event an Employer fails to pay wages in accordance with the foregoing provisions of this section, 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.

### **6.04 Pay Slips**

The Employer will provide a separate or detachable itemized statement with each pay period showing the number of hours at straight time rate, and at overtime rate, the wage rate, and total deductions from the amount earned. Such pay slip may be provided to employees electronically.

### **6.05 Termination**

When workers are terminated, they shall be given sufficient notice to pick up their tools and personal effects before completion of their shift. Failing this, they shall be paid for one (1) hour at straight time to do so.

**6.06** If terminated after leaving the job site and it becomes necessary for them to return to pick up tools and personal effects, they shall be paid transportation and travel time as provided in **Clause 9**.

## **6.07 Lay-off**

Employees shall be paid in full as provided in **Clause 6.01** and separation slips shall be processed not later than forty-eight (48) hours, exclusive of Saturdays, Sundays and statutory holidays, following lay-off.

## **6.08 Wage Bond**

Before members are dispatched to any Employer who has not been signatory to **The Pile Drivers Standard Agreement** for a minimum of two (2) years, such Employer may be required to deposit a bond, suitable to the Union, up to twenty-five thousand dollars (\$25,000.00) with the **Pile Drivers Union** for use in default of payment of wages, welfare contributions, vacation pay, statutory holiday pay, or any other contributions or payments provided by **The Pile Drivers Standard Agreement**. When no longer required, such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

# **CLAUSE 7 – HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME**

## **7.01 Regular Hours (Single Shift)**

Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m. Five (5) days of eight (8) hours, i.e. forty (40) hours Monday through Friday, shall constitute a week's work at straight time rates of pay. The start of a work week shall be Monday at 8:00 a.m.

**7.02** On single shift operations, the regular hours shall be observed except when varied to comply with government regulations when posted or where there is good reason for varying regular hours due to climatic or transportation conditions, subject to agreement between the Employer and the Union.

**7.03** The starting and quitting times of all shifts shall be at the tool lock-up or change room.

## **7.04 Boat Travel**

When employees are required to travel by boat beyond five (5) minutes each way, they shall receive travel time at straight time rates for all time spent in travelling beyond the five (5) minutes. The time spent for boat travel may be determined at a pre-job meeting between the Employer and the Union.

## **7.05 Multiple Shifts Differential**

When two (2) shifts are required and continued for three (3) consecutive days or more, eight (8) hours of work shall constitute the second shift for which nine (9) hours shall be paid. When three (3) shifts are required and continued for three (3) consecutive days or more, seven and one-half (7½) hours of work shall constitute the second shift for which eight and one-half (8½) hours shall be paid. Seven (7) hours of work shall constitute the third shift for which eight and one-half (8½) hours shall be paid.

**7.06** Shift differential on straight time days shall be paid at straight time, and on overtime days at the prevailing overtime rate. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided. When an employee is required to work on the second or third shift and is an addition to the regular crew, they shall be paid at double time rates unless they complete three (3) consecutive shifts at the prevailing rate of pay.

**7.07 Starting Times**

Where more than one (1) shift is worked, the starting times of the shifts shall be:

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

unless other arrangements are made by mutual consent between the Employer and the Union. On double shift operations when hours in excess of the regular numbers of shift hours are scheduled, the starting time of the second shift will be adjusted accordingly. It is understood that the day shift must be worked and other shifts must be worked in conjunction.

**7.08 Variation in Shift Starting Times**

The starting times for any shift may be varied by up to one (1) hour either side of the regular starting times. At least three (3) consecutive shifts, or the entire term of the project if less than three (3) days, must be worked.

**7.09 Daylight Hours**

Where for the purpose of utilizing daylight hours it is agreed between the Employer and the Local Union to vary the starting time by more than one (1) hour from 7:00 a.m. on a two (2) shift operation, each shift shall consist of eight (8) hours' work for which nine (9) hours shall be paid.

**7.10 Twelve (12) Hour Shifts**

When two (2) shifts of twelve (12) hours each are directly cross shifted covering the twenty-four (24) hours of the day, the first shift shall be paid one-half (½) hour shift differential and the second shift shall be paid one (1) hour shift differential.

**7.11 Rotation**

When two (2) shifts or more are required, they shall be rotated at least once every two (2) weeks. When three (3) shifts are worked, shift rotation shall be every week. Shift rotation shall be:

- 1) Days to Graveyard
- 2) Afternoon to Days
- 3) Graveyard to Afternoon

### **7.12 Call-out Time**

Where a worker is called out for work and no work is performed, they shall be paid four (4) hours, except in the case of inclement weather; then they shall only be paid for two (2) hours:

- a) On regular shifts - at straight time rates
- b) On Saturdays, Sundays and statutory holidays - at the prevailing overtime rates

**7.13** Where a worker is called out for work at any time and work is performed, they shall be paid a minimum of four (4) hours:

- a) On regular shifts - at straight time rates; or
- b) On overtime days - at the prevailing overtime rates.
- c) After the regular shift, employees called to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.

This is provided however, that the worker has reported to the job site in person in a competent condition to carry out their duties and also provided that 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 cellphone or electronic messaging, where camps are maintained, one (1) hours' notice prior to starting time shall be given.

### **7.14 Shift Guarantee**

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 shift, at least the equivalent of eight (8) hours at straight time for each shift, provided the employee is available for work at site except where, in the case of inclement weather, the work is suspended by the owner's engineer, then only actual hours worked shall be paid for. At no time shall an employee receive less than four (4) hours' pay under this provision unless the employee voluntarily leaves the site, in which case they shall only be paid for actual hours worked.

It is hereby understood and agreed by the parties hereto that if an employee works from 8:00 a.m. to sometime past midnight and is requested not to report for work until a nine (9) hour break occurs so that double time rates do not apply, then the employee will be deemed to have commenced work at 8:00 a.m.

e.g. If an employee finishes work at 2:30 a.m. and returns to work at 11:30 a.m., they would be paid at straight time from 8:00 a.m.

**7.15** Where a worker reports at the request of the Employer and performs work at overtime rates prior to their regular starting time, such time will be considered as overtime only and not considered in calculating their daily minimums under this clause.

## **CLAUSE 8 – OVERTIME AND MEALS**

### **8.01 Overtime**

Shift overtime worked up to two (2) hours per day, Monday through Friday (excluding holidays and Sundays), and an eight (8) hour established shift on Saturday, shall be paid at time and one-half (1½X).

Work performed before 6:00 a.m. Monday through Friday and before an established shift on Saturday will be paid at double time (2X) rates.

All other hours worked outside the regular hours or the accepted variations and outside the established shift hours, shall be considered overtime until a break equal to one full shift occurs, and shall be paid for at the double time rate. When a worker has completed a call-out of four (4) hours or less in the hours between the end of the regular shift and the beginning of the next regular shift, the worker may return to work on the next regular shift at straight time (see **Clause 7.15**).

**8.02** Overtime worked shall be computed daily in units of not less than thirty (30) minutes. For purposes of calculation, any portion of thirty (30) minutes worked shall be considered as thirty (30) minutes.

**8.03** Where an employee is required to accompany a pile driver or drill boat under tow, they will be paid for the regular hours of work as defined in **Clause 7.01** and at overtime rates where required.

### **8.04 Meals**

If an employee is required to work the regular shift in excess of two (2) hours' overtime, a hot meal and coffee shall be provided by the Employer. There shall be no loss of time to the worker during this period and work shall continue. If the Employer takes the worker to a restaurant in lieu of the above, the worker shall not be considered working during that period. If the employee continues to work after this lunch or meal, they shall be provided with a meal at four (4) hour intervals thereafter on the same basis as provided above. Where this is impractical, or under special circumstances, a meal allowance in the amount of twenty-five dollars (\$25.00) shall be included on the next regular pay cheque. The employee does not have an option to refuse the hot meal.

### **8.05 Lunch**

The lunch meal may be taken one half (½) hour either side of midshift, e.g. shift of 8:00 a.m. to 4:30 p.m. – midshift is 12:00 p.m. Lunch may be taken as early as 11:30 a.m. and is to be consumed by 1:00 p.m. If an employee does not have a one half (½) hour lunch break within this time period, such employee shall be paid one half (½) hour at the applicable overtime rate and given reasonable time to consume their lunch. Such time shall be paid for as part of the daily overtime.

## **CLAUSE 9 – TRANSPORTATION, OUT-OF-TOWN JOBS**

**9.01** All workers hired for out-of-town jobs shall have first class transportation including meals and berth to and from the job or be paid the equivalent of their method to travel. First class

transportation shall mean train, bus, boat, or economy class air travel. The Contractor shall choose the conveyance but travel time must be paid accordingly.

**9.02** The Employer will reimburse the employee for baggage fees incurred, up to two checked bags of fifty (50) pounds each. Beyond the fifty (50) pounds the Employer will ship the excess baggage upon request. This will also apply to periodic leaves.

**9.03 Travel Time - Minimum and Maximum**

Travel time shall be paid to and from all out-of-town jobs (jobs on which the employee does not return home daily). A minimum of four (4) hours' travel time shall be paid to each employee. When travel time exceeds four (4) hours, then actual hours to a maximum of twelve (12) shall be paid in any twenty-four (24) hours. All travel time shall be paid at straight time rates.

If an employee is required to work on the day of travel to or from an out-of-town job then:

- a) The employee shall not receive less than eight (8) hours' pay.
- b) Any hours travelled during regular shifts hours shall apply in calculating hours for shift guarantees.
- c) Any time worked during regular shift hours shall be paid at straight time rates; overtime shift premiums shall apply for any hours worked outside of regular shift hours.

The Employer may not require any employee, other than in exceptional circumstances and with the employee's agreement to:

- a) travel before 5:00 a.m.,
- b) travel after 12:00 a.m. (midnight); or,
- c) work and travel for a total of more than twelve (12) hours in a twenty-four (24) hour period. An employee may elect to take room and board if the total of work and/or travel time exceeds twelve (12) hours in a twenty-four (24) hour period.

**9.04** Workers shall be paid transportation costs and travel time to the job from the bus terminal in the city, town or village nearest their domicile. This does not apply to Local Residents as defined in **Clause 10.05**.

**9.05 Weekends**

On Saturdays, Sundays or statutory holidays, a minimum of four (4) hours' travel time shall be allowed. If travel exceeds four (4) hours, eight (8) hours at straight time shall be paid in each twenty-four (24) hours.

**9.06 Out of British Columbia**

On jobs outside of British Columbia, all conditions of this Agreement will be observed except that travel time conditions will be negotiated at a pre-job conference.



### **9.07 Quitting**

An employee quitting a job in less than fifteen (15) calendar days at the jobsite - thirty (30) calendar days at a jobsite outside a one hundred and sixty (160) kilometre radius of Vancouver but not outside of British Columbia; thirty (30) days in the Yukon and Northwest Territories, shall forfeit transportation costs and travel time one way except in case of accident or verified compassionate grounds. Should an employee quit a job before one-half (½) the prescribed time for the area, the employee shall reimburse the Employer their transportation costs and travel time to the work, except in case of accident or verified compassionate grounds.

### **9.08 Waiting**

Workers dispatched to a job before the job is ready shall be paid waiting time at their regular rates until the job starts or have their transportation, travel time and meals paid to return. After the job starts, if the Employer fails to provide work and requires employees to stand by for more than two (2) consecutive shifts, the employee, at their option, shall be deemed to be laid off and the cost of return transportation plus travel time and meals shall be paid by the Employer. Call-out time without work does not constitute work provided.

### **9.09 Lay-off**

Employees laid off shall receive their return fare, travel time and meals. When employees pay their own fare to the job, they shall have the same returned to them on the first pay day.

**9.10** In the event that transportation is not arranged the day following termination by the Employer, employees will be provided room and board until transportation is available.

### **9.11 Misconduct**

The Employer and the Union agree that any form of misconduct, including violations of any Employer policies, by employees on the worksite will be subject to progressive discipline. The Employer will copy the Union on all written discipline of their members unless the employee requests privacy in the matter.

### **9.12 Christmas**

On Christmas shutdowns, all employees shall be paid return fare to point of hire, provided they return to the job. In the case of employees not returning to the job after shutdown, the provisions of **Clause 9** shall apply.

**9.13** An employee required to drive or deliver a crummy or pilot car to or from an out-of-town job shall be paid for all hours at straight time.

### **9.14 Periodic Leave**

On "Out-Of-Town" projects where work is scheduled six or seven days and/or an employee cannot return home daily, or travel distance is prohibitive, the Employer shall provide leave

every thirty-five (35) calendar days or less. The average of these intervals shall equal 30 days or less. The schedule of leave is to be agreed at a pre-job meeting between the Union and the Employer. This schedule of leave is to be made available to the employee prior to being dispatched or assigned to the project. 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 seven (7) days, 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 they actually return to their place of departure. Living-out allowances or meal allowances shall not be paid during leave periods.

## **CLAUSE 10 - LOCAL TRANSPORTATION OR WHERE EMPLOYEES RETURN HOME DAILY**



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

### **10.01** The free zone shall be established as follows:

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

### **10.02** The travel zone shall be established as the area between Squamish and Prest Road in Chilliwack including a line which extends from Prest Road to Harrison Mills bridge excluding the area defined as the free zone in Article 10.01.

**10.03** Projects located within the District of Squamish shall be defined as Option locations in accordance with Article 10.07 for any employee who resides in the areas described in Articles 10.01 or 10.02.

**10.04** There shall be no daily travel on any project located within the free zone. On any project located in the travel zone employees who use their personal vehicle will be paid fifty eight cents (\$0.58) per kilometre (adjusted annually to the maximum tax-free amount allowable under CRA guidelines) for any kilometres driven within the travel zone. An employee who is a passenger in a personal vehicle will be paid one-half (½) of the amount payable to the driver in the same vehicle.

### **10.05 Projects**

There shall be a thirty kilometre (30 km) free zone around any project not located within the free zone or the travel zone. For Local Residents, mileage shall be paid at fifty-eight cents (\$0.58) per kilometre (adjusted annually to the maximum tax-free amount allowable under CRA guidelines) to an employee who uses their personal vehicle from the boundary of the free zone around the project. An employee who is a passenger in a personal vehicle will be paid one-half (½) of the amount payable to the driver in the same vehicle. The project must be within the one hundred and twenty (120) kilometres zone as outlined in the definition of a Local Resident.

#### **Local Resident**

A Local Resident shall be defined as an employee having resided at a permanent address within one hundred and twenty kilometres (120 km) of the job for a period of not less than 90 days prior to the commencement of the project. A Local Resident, who resides in the northwest of British Columbia, shall be defined as a Local Resident within two hundred and forty kilometres (240 km) of the job for the same period of not less than ninety (90) days prior to the commencement of the project.

Northwest BC is to be defined as being between Ocean Falls on the South and extending to Stewart on the North: this area is to include the Alcan Project, embracing Kitimat and Kemano, Prince Rupert, Anyox and Haida Gwaii. This area also includes work along the Skeena River East, taking in Terrace, Hazelton and Smithers, and in between points.

**10.06** In case of the Employer providing transportation, employees will be paid in accordance with the passenger under Article 10.05.

### **10.07 Options**

Beyond forty-eight kilometres (48 km) and within a one hundred and twenty kilometres (120 km) limit, an employee may elect to accept room and board as provided by the Employer or to receive the equivalent amount as described in clause 10.05. Once the employee has exercised such option, no change shall be permitted unless agreed to by the Employer.

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

**10.08** Employees required to change locations within regular working hours shall be paid as if working and if using their own vehicle, shall be paid an additional fifty-eight cents (\$0.58) per kilometre (adjusted annually to the maximum tax-free amount allowable under CRA guidelines)

**10.09** Should the Employer move employees from one out-of-town job to another in the same geographical area, travel time will be paid as if working, provided that the move is made during the work week.

If the move is made to a different job and different accommodation after a weekend break where the employees have returned home, then **Clause 9** shall apply (as for a new job).

#### **10.10 Crummy Supplied**

When employees are accommodated by the Employer in a hotel, motel or similar, or when employees are required to travel on a private road, resource road or access road, company supplied transportation shall be provided from a designated marshalling point to and from the jobsite.

On L.O.A. projects the driver will not be entitled to mileage as per **Clause 10.11**.

#### **10.11 Crummy**

When a company vehicle is used to transport workers to and from jobs, it shall meet **Transport Canada Safety Standards** and comply with **The Occupational Health and Safety Regulations**. The passenger compartment shall be enclosed, heated, with proper ventilation and fixed seats. There shall be no construction equipment or supplies placed in the passenger compartment while employees are being transported. When the majority of workers transported are members of this Union, the driver must be a member of this Union. If a member of this Union is required to drive this vehicle, their travel time shall be computed from the first kilometre, seventy-one cents (\$0.71) per kilometre. The Crummy driver shall also receive a payment equivalent to twenty km. (20 km) upon submission of a properly completed daily Vehicle Pre-Trip Inspection to the Employer in accordance with OHS Regulations 17.2.1(1) and 17.2(c).

#### **10.12 Camps**

Where camps are maintained and the distance to the work area exceeds three hundred and eight metres (308 m) from the camp, transportation to and from the work area shall be provided in vehicles conforming to the safety standards stated in **Clause 10.11**. When total daily travel time exceeds one hour, compensation further to the agreement will be negotiated between a representative of the Union and the Employer.

#### **10.13 Camps, Hotels and Motels Free Zones**

In hotel, motel and camp accommodation there shall be a thirty kilometre (30 km) free zone in order to facilitate single room accommodation. Beyond the thirty kilometre (30 km) free zone, employees shall be paid in accordance with Clause 10.05.

#### **10.14 Daily Air Travel**

If employees are transported daily to work and return by airplane, kilometres shall be paid to the point of departure in accordance with the **Local Transportation Clause** and travel time shall be paid at straight time rates from the designated time of departure until return to the point of departure except for working hours.

#### **10.15 Riding the Rig**

It is illegal to travel outside any harbour on pile drivers or tug boats and members are subject to a fine for travelling thereon. Since a line drawn between Point Atkinson and Point Roberts is designated as the dividing line; all travel outside of that area shall be by passenger service.

### **CLAUSE 11 – ROOM AND BOARD**

#### **11.01 Camps**

On jobs where camps are provided, room and board shall be supplied in camp at no cost to the employee. Camp accommodations, when supplied, shall meet all the standards and requirements of the **B.C. Building Trades Council's Camp Rules** as submitted to the Employer.

**11.02** Any employee may refuse to live in accommodations which do not meet the above standards.

#### **11.03 Accommodations**

When a job is located outside the Greater Vancouver area, the Employer shall provide free room and board or living-out-allowance as provided herein for all employees, except those classified as bona fide local residents. Where there is no camp accommodation, the following shall be provided at the option of the employee:

- a) Free room and board based on single room accommodations for each employee.
- b) Single room accommodation plus daily meal allowance based on seven (7) days per week (excluding any periodic leaves) of:
  - Sixty-eight dollars (\$68.00) effective April 28, 2019
  - Sixty-nine dollars (\$69.00) effective May 3, 2020.
  - Seventy dollars (\$70.00) effective May 2, 2021.
- c) Living-Out-Allowance (LOA on the basis of seven days per week, excluding any periodic leaves) at:
  - One hundred and thirty-five dollars (\$135.00).
  - One hundred and forty dollars (\$140.00) effective May 3, 2020.

LOA and meal allowance will be paid on the employee's regular pay day and will be included with net payment of wages. If circumstances require, an initial advance payment

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

**11.04** 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 the commencement of the project in order to arrive at a suitable arrangement for accommodations and travelling time allowances.

**11.05 Weekend Check-out**

Any employee who is accommodated by the Employer in camp/motels/hotels may, on any weekend (including Statutory Holidays), vacate or check-out of such accommodation and the Employer shall pay them thirty dollars (\$30.00) per day. By mutual consent, in lieu of checkout, the Employer shall pay reasonable travel expenses to and from the job site on weekends where no work is performed.

**11.06** To qualify, the employee must work the scheduled shift prior to the weekend or statutory holiday and the scheduled shift after the weekend or statutory holiday, unless arrangements to the contrary are agreed upon between the employee and the Employer.

**11.07 Hot Lunch**

Employees accommodated in camps shall be provided with a hot meal at mid shift if they are able to do so within the time limits allowed for the meal period and providing the work is on the same site as the camp and other trades on the project are provided a hot meal.

**CLAUSE 12 – WORKING CONDITIONS**

**12.01 Tools - Employer**

The Employer will furnish all heavy tools, peaveys, crosscut saws, hammers, wrenches and augers, including power driven, and all tools necessary for handling steel forms. All Employer tools broken on the job shall be replaced by the Employer and all tools taken out and returned in the Employer's time.

**12.02 Tools - Employee**

The employee shall supply the following tools:

|  |   |
|--|---|
| 1) claw hammer                               | 7) wire brush                               |
| 2) steel square                              | 8) chipping hammer                          |
| 3) sixty centimetre (60 cm) level            | 9) pliers                                   |
| 4) five metre (5 m) steel tape               | 10) pocket knife                            |
| 5) thirty centimetre (30 cm) crescent wrench | 11) 12” nail bar                            |
| 6) tip cleaner                               | 12) hand saw (if performing carpentry work) |

Employees assigned to work on wood forms, handrails, or similar work shall have their saws sharpened as required at the Employer's expense.

Employees shall provide and wear an appropriate tool belt when required.

### **12.03 Lock-up and Toilets**

Suitable accommodation for meals and a place for employees' tools and clothing shall be provided by the Employer on all jobs. Such lock-up shall have tables, benches, adequate lighting, ventilation and provision for continuous twenty-four (24) hours per day heat for drying clothing. It shall be kept clear of construction materials and equipment and shall be for the exclusive use of the pile drivers' crew. Where flush toilets are not available, portable facilities must be provided. Waterless hand cleaner and paper towels shall also be provided on all jobs for employees' clean-up.

### **12.04 Gear Insurance**

Where such accommodation is provided on land or water, the Employer, in case of fire, burglary or marine wreck (as defined by the **Insurance Act**) shall protect the value of such gear and clothing up to a total of eight hundred dollars (\$800.00), provided however, that each employee, when reporting for work, deposits with the Employer a complete list of all gear and clothing which they bring on the work site. Such list is to be updated once per year.

### **12.05 Tool Insurance**

All employees are guaranteed that while employed on the job site, project or place of business of the Employer, the employees' tools will be insured as per cost of replacement. The insurance covers fire and burglary or loss when working over water or such other areas where tools cannot be retrieved. In the event of loss, the Employer agrees to replace the tools. When commencing employment, the employee shall submit to the Superintendent or their representative an inventory of the tools brought on the job. The inventory list shall be signed by the Employer's representative and the employee. Coverage will commence at the date of the filing of the inventory with the Employer. The employee shall ensure that the inventory is current. An affidavit may be requested by the Employer from the employee claiming the loss.

### **12.06 Parking**

While working on projects, the Employer shall be responsible to provide parking for all employees within a reasonable distance from the job site. No costs shall be incurred by the Employer.

### **12.07 Drinking Water**

Where there is no local potable drinking water available, the Employer shall provide purified bottled water in sanitary containers.

### **12.08 Telephone**

Telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages shall be relayed immediately. No employee shall be permitted to use a cell phone or smart phone for personal purposes during working

hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination. Job Stewards shall be allowed to use a personal cell phone during working hours in a safe manner for work-related matters without discrimination.

#### **12.09 Coffee Breaks**

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

#### **12.10 Lighting**

Adequate lighting shall be provided at night.

**12.11** No Union member, while on the Employer's payroll, shall engage in work in the construction industry beyond the Employer's requirements, provided they are employed for the maximum regular hours permitted by this Agreement.

#### **12.12 Protective Clothing**

In accordance with the **Occupational Health and Safety Regulations**, all safety equipment shall be provided by the Employer. Employees are responsible for maintaining all equipment issued to them. Employees who fail to return this equipment in reasonable condition, subject to normal wear, may be charged for the item at cost. These items shall include noise suppressors, respirators, CSA approved safety harnesses, life jackets, coveralls (where air and/or diesel hammers or creosote are present), high visibility vest, chainsaw pants, rigging gloves. For welders, welding gloves, protective leather jackets, goggles, helmets (including the special hard hat), standard and magnifying lenses for the helmets.

#### **12.13 Welder Retest**

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

#### **12.14 Crews**

The minimum number of workers required to form a crew shall be as follows:

- a) Pile driver; water rig, fixed leads, donkey powered:  
*1 Foreperson plus 3 Pile Driver/Bridgeworkers (with follower)*
- b) Pile driver; skid rig, donkey powered:  
*1 Foreperson plus 3 Pile Driver/Bridgeworkers*
- c) Pile driver; floating derrick rig, on-board fixed or mobile crane, with A-frame or



- moonbeam leads or hanging leads from boom:  
*1 Foreperson plus 2 Pile Driver/Bridgeworkers*
- d) Pile driver; on land, crawler or truck crane:  
*1 Foreperson plus 1 Pile Driver/Bridgeworker*
- e) Pile driver; on land, compacto rig:  
*1 Foreperson plus 1 Pile Driver/Bridgeworker*
- f) Pile driver; on land, Franki rig:  
*1 Foreperson plus 1 Pile Driver/Bridgeworker*
- g) Submarine drill rig, when used for drilling, blasting, and dredging or for pile holes.  
*1 Foreperson plus 1 Pile Driver/Bridgeworker (powderperson)*
- h) Air-trac or churn drill when used for foundation piles, on land or water.  
*1 Foreperson plus 1 Pile Driver/Bridgeworker*
- i) Rotary drill rig (auger or tri-cone), soil densification, vibro floatation and wick drains.  
*1 Pile Driver/Bridgeworker*

It is also understood and agreed that a shortage of the above minimums in any crew will not result in an interruption in the work. The Employer will have twenty-four (24) hours in which to fill a vacancy in the crew and sufficient time on out-of-town jobs. Should it become necessary to review the above minimums due to changes in equipment, work methods or requirements, then a meeting will be convened between the parties to resolve the issue. If the issue is not resolved, then the matter shall be referred to arbitration as provided for in this Agreement.

**12.15** Under no circumstances shall there be less than one (1) Pile Driver/Bridgeworker *and* one (1) Foreperson during the operation of the pile driver for driving and pulling piles.

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

**12.17 Crew Foreperson**

Each crew engaged in driving or pulling piles must have a designated Foreperson who is a member of the **Pile Drivers Union** and is paid in accordance with **Clause 4.01**.

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

**Exclusions to the above will be as follows:**

- a) When an employee is directed to perform work by themselves
- b) When two (2) employees are directed to perform work in the Employer's yard where supervisory personnel are present
- c) When a crew is split to perform different tasks on the same job site and is under the supervision of their usual Foreperson
- d) When a crew is split to perform different tasks on different job sites for a period not exceeding one shift.

## **12.18 Compassionate, Paternity or Adoption Leave**

Employees working on out-of-town jobs where room and board are provided, or employees who return home daily, will be eligible for compassionate, paternity or adoption leave. Such leave on out-of-town jobs to be by mutual agreement, whereupon the employee will receive only their fare both ways.

The employee will provide the Employer with reasonable notice before such leave, and no employee shall be laid off or otherwise adversely affected in their employment because of such leave. When an employee decides to return to work and a job is available, the employee shall provide the Employer with reasonable notice of their return.

## **CLAUSE 13 – UNION SHOP**

**13.01** When Pile Driver/Bridgeworkers are required, competent Union members in good standing shall be hired. When competent Union members are not available, then the Employer may obtain Pile Driver/Bridgeworkers elsewhere and they shall clear with the Union before going to work, it being understood that they shall join the Union within ninety (90) days, provided they meet Union Tradesperson Qualifications, or be replaced by competent Union members when available, at the expense of the Union. It shall be the duty of the Employer to hire and discharge employees. It shall not be the duty of the Employer to induce non-members to join the Union. There shall be no hiring at the job site.

**13.02** Within ninety (90) days of becoming a member of the Union, each applicant shall be required to pass a trade qualification test; or be indentured to the apprenticeship plan.

### **13.03 Hiring and Dispatch**

#### **a) Name Request**

When Pile Driver/Bridgeworkers are required, Forepersons excepted, they will be dispatched by the respective local Union. The Employer will be allowed to rehire by name request, members who have worked for the Employer within the previous twelve (12) months.

The Employer will have the right to name request Forepersons provided they are members of the **Pile Drivers Union**. When a member is name requested as Foreperson, they must remain as Foreperson for the remainder of the job or until there is a reduction in force. A member will not be eligible for name request while employed by another Employer signatory to this Agreement.

#### **b) Local Residents**

Not less than fifty percent (50%) of the crew, excluding Forepersons, on any job shall be composed of Local Residents, provided they are available when required.

#### **c) Late Dispatch**

Where the Employer requests the dispatch of an employee as a replacement for:

**(1)** an absentee

- (2) an employee excused due to illness, or,
- (3) an employee excused due to an authentic compassionate reason

the Employer agrees to pay the replacement for the full regular shift provided the replacement reports to the job:

- (i) within two (2) hours of the shift starting time, or
- (ii) within two (2) hours of the time of the requested dispatch if the time of reporting is before mid-shift.

This applies only to the circumstances described herein.

## **CLAUSE 14 – JOB STEWARDS AND BUSINESS AGENTS**

**14.01** Job stewards shall be recognized on all jobs and shall not be discriminated against. The Employer 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 their duties.

**14.02** Business Agents 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 Foreperson; however, in no way shall they interfere with the employees during working hours unless permission is granted.

**14.03** In the event of a Grievance or any question arising out of the Agreement or interpretation thereof, the matter shall be referred to the Employer concerned before a decision is made by the Union officials.

**14.04** The Employer agrees to supply the local Union with a list of all Local 2404 employees and sub-contractors on the request of the Business Representative.

## **CLAUSE 15 – ACCIDENT PREVENTION AND SAFETY**

### **15.01 Safety on the Job**

It is understood and agreed that the parties to this Agreement shall at all times comply with the **Workers Compensation Act**, and the **Occupational Health and Safety Regulations**. It is understood by all parties that employees have 4 primary rights:

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

**15.02** In the event an employee, after reasonable warning, is guilty of non-compliance with the **Workers Compensation Act**, the **Occupational Health and Safety Regulations**, the

**Employer Health and Safety Program** or other client driven health and safety initiatives the employee may be discharged and shall forfeit all costs of transporting the employee to the job and from the job to point of hire. On local jobs or projects an employee shall be discharged for non-compliance of the above regulations.

- 15.03** All equipment, tools and material must conform and be utilized in conformity with applicable Provincial and/or Federal Regulation, Acts and Laws. Employer Safety Rules and Regulations shall be complied with provided they are not inconsistent with the above-mentioned. For reference, please see the **Occupational Health and Safety Regulations – Parts 4, 8, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 24.**

The parties acknowledge that the applicable Regulations and Acts may be legally amended during the course of this agreement and will abide by the changes.

**15.04 Accident on the Job**

When an accident has occurred that is properly established as a **WorkSafeBC** claim and the attending physician advises the Employer that the employee will have to be off work, the Employer, at its option, may pay return fare to point of hire, or shall be responsible for provision of free room and board, except when such is supplied by **WorkSafeBC**.

**15.05 Care of Injured Employees**

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

- 15.06** In the interests of safety, no employee shall be required to work alone in a hazardous situation over the water.

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

- 15.08** Employees covered under this agreement will be covered by the Employer's liability insurance.

**CLAUSE 16 – DRUG AND ALCOHOL POLICY**

- 16.01** The parties agree to adopt the **Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy**.

- 16.02** The Employer shall be responsible for scheduling tests under the Policy. Where the Employer schedules a test for a prospective employee the scheduling of this test shall not create an employment relationship.

## CLAUSE 17 – JURISDICTION

The following work is claimed by the Union:

- 17.01** The construction, reconstruction, repairing, removing and wrecking of piers, docks, bridges, floats, viaducts, snow sheds, towers, masts; coal, rock or other bunkers; hoists, all frames, derricks, trestles, hoppers, travelers; falsework pile driving, building and placing cylinders, caissons, cofferdams, retaining wall, jetties, weirs, timber docks and dry-docks; pile driving in all its branches; cutting off and capping of piles; abutments, foundations, cribbing, culverts, submarine or other work in connection therewith; the rigging and operation of all derricks, tools or the rigging and operation of all derricks, tools or machinery necessary in all the performing of any of the aforesaid work together with all welding and burning in connection therewith; all work in sewers or tunnels where any of the above machinery is used; the operation of pile drivers, derricks or mobile cranes where used in conjunction with machinery from other crafts; and the rigging, hoisting and placing of all precast and pre-stressed concrete beams, columns, deck slabs or other shapes on bridges, wharves and viaducts.
- 17.02** The moving of a truck crane when used to spot piles shall be the work of the Pile Driver/Bridgeworker. When deck winches are used to spot piles it shall be the work of the Pile Driver/Bridgeworker.
- It has been accepted practice in this industry in this area for the past fifty (50) years to engage members of the **Pile Drivers Union** to handle the spotting, holding and moving of any rig or machine which is being used in pile driving operations. The Employer shall assign the work accordingly.
- 17.03** In addition, the following clarification of what work properly comes within the classification of Pile Driver/Bridgeworker has been laid down by the Executive Board of the **United Brotherhood of Carpenters** at Indianapolis.
- 17.04** In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties and similar structures, the Pile Driver/Bridgeworker classification should continue to apply up to and including the decking thereof.
- 17.05** The above paragraph does not preclude the Pile Driver/Bridgeworkers from work above the deck such as guard rails and other work normally done by the Pile Driver/Bridgeworkers, or any other work.
- 17.06** On all pile driving and caisson work on land and water, the Pile Driver/Bridgeworker classification should apply.
- 17.07** In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver/Bridgeworker classification should apply.
- 17.08** In the construction of concrete or steel bridges over land, the Pile Driver/Bridgeworker classification should apply to the driving of the piles and/or caisson work including the forms required for the capping of the piles or caisson. The capping of the piles herein interpreted as being that concrete, wood or other material resting on top of the piles where

driven or placed and does not include any further form work above the capping. In many instances it has been found that the "capping" is called the "girder". The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleaves, interchanges, etc.

**17.09** In the construction of concrete or steel bridges over water\* the Pile Driver/Bridgeworker classification shall apply up to and including all of the form work to the top of the column, piers or abutments supporting the steel and/or any other superstructure.

- \* The column or abutments in water and at the water's edge or the first column or abutment on land adjacent to water's edge shall come under the Pile Driver/Bridgeworker classification;
- \* includes rivers that are dry in season;
- \* includes a dry by-pass designed to carry flood waters;
- \* includes ravines or depressions which carry water during spring runoff;
- \* includes human-made canal or aqueduct;
- \* "concrete or steel bridges over water" is based upon piles being driven, caissons sunk or cofferdams erected by Pile Driver/Bridgeworkers under the Pile Driver/Bridgeworker classification on such concrete for steel bridge foundations.

**17.10** In the erection of falsework\* when necessary for the support of work under the Pile Driver/Bridgeworker classification, then such falsework shall fall within their classification. False work necessary for the support of work under the carpenter classification where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver/Bridgeworker classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

- \* Falsework necessary for the support of the decking of a concrete or steel bridge over water shall come under the carpenter classification.
- \* Falsework for such decking is under the carpenter classification excepting where pile driving or power equipment is used.
- \* Forms constructed on the ground out of 2" x 4" and 2" x 6" and 3/4" sheathing is the work of carpenters; if pile driving machinery is necessary to move such forms into place, the Pile Driver/Bridgeworkers shall move them and in turn the carpenters shall set or place said forms.

**17.11** In the construction of open-cut sewers, the Pile Driver/Bridgeworker classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

**17.12** Submarine drilling with compressed air driven tools.

**17.13** The setting up and dismantling of pile load tests.

**17.14** Work skiffs and/or punts are recognized as tools of the trade and shall be operated by a Pile Driver/Bridgeworker when performing Pile Driver/Bridgeworker's work. This does not exclude other trades from utilizing this equipment to perform their normal duties.

**17.15** All welding, burning and fabrication of steel whalers, caps, driving frames, and cofferdam

frames and splice cans on the jobsite or at the Employer's yard.

- 17.16** All splicing, cutting, burning, welding, reinforcing, or any other modification to piles or splice cans in preparation for driving, whether performed at the jobsite or the Employer's yard or premises owned or occupied by another party.

Where any piling has been prefabricated for purposes other than the specific construction project for which it is to be used, such piling will not be subject to the provisions of the Union's jurisdiction.

All splicing, cutting, burning, welding, reinforcing, and attaching of tips to piles, or any other modification of pile tips where the tip is fabricated from material normally used in conventional piling (i.e., pipe or H-type piling) whether performed at the job site or the Employer's yard or premises owned and occupied by another party.

It is understood that the Union recognizes the following exceptions:

    forged or cast driving shoes and end plates, i.e. hard-bite points, Pruyne points, conical points, Oslo points, sheet pile protectors, base plates, gussets, stiffeners, or any like material that is of a catalogue nature.

## **CLAUSE 18 – GRIEVANCES**

- 18.01** The purpose of this clause is to provide for the final and conclusive settlement, without stoppage of work, of all disputes between the persons bound by this Agreement respecting its interpretation, application, operation or alleged violation. This includes the question of whether the Employer has disciplined or dismissed an employee for just and reasonable cause and whether a matter is arbitrable.

- 18.02** If a dispute arises, the parties agree to the following grievance procedures:

**Step 1** The employee or the worker's Union representative shall discuss the dispute with an authorized representative of the Employer. This step will be taken within fifteen (15) working days of the event giving rise to the dispute being known. Where the dispute involves a failure to pay wages or remit funds or deductions on behalf of employees, this time limit does not apply.

**Step 2** Failing a settlement at Step 1, the grievance will be set out in writing and delivered to the Employer within fifteen (15) working days of the completion of Step 1. After receipt of the written grievance, the Union and the Employer will meet within fifteen (15) working days to discuss the dispute.

**Step 3** When no Step 2 meeting has been held and the time for holding such a meeting has expired, or when a grievance is denied at Step 2, the grievance may be referred to arbitration within thirty (30) working days following the denial or the expiry of the time limit for holding a Step 2 meeting.

- 18.03** Where either party to this Agreement disputes the general interpretation, application, or alleged violation of this Agreement, or an alleged violation affects more than one employee; either party may initiate a policy or group grievance within thirty (30) working

days of the occurrence giving rise to the grievance being known. Such grievance will be initiated at Step 2.

- 18.04** All grievances submitted to arbitration under this clause shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement of the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. An arbitrator appointed under this clause shall have the powers and authority granted by the **British Columbia Labour Relations Code** as varied or amended from time to time.

## **CLAUSE 19 – PUBLIC RELATIONS**

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

## **CLAUSE 20 – TECHNOLOGICAL CHANGE**

- 20.01** It is understood and agreed that during the first six (6) months of the Agreement, the parties will meet and in accordance with **Section 54** of the **Labour Relations Act of B.C.**, negotiate a clause on technological change to become part of the Agreement.

## **CLAUSE 21 – ENABLING CLAUSE**

- 21.01** When in the opinion of both parties it is deemed beneficial to the Employer and the Union members, the terms and conditions of the **Collective Agreement** may be modified for work coming under the **Agreement**. Such mutually agreed modifications to the **Collective Agreement** shall be by **Letter of Understanding** and may be for one project, for a type of work, for a specific area or for a specific period of time.

The parties will establish workable procedures for the drafting of such **Letters of Understanding**.

Any problems or disputes arising out of the interpretation of this **Enabling Clause** will be dealt with by the enabling committee.

## **CLAUSE 22 – MARKET RECOVERY PROGRAM**

- 22.01** The parties recognize the desirability of maintaining stable industrial relations in the pile driving industry through the maintenance of fair and reasonable working conditions and job security for employees who are members of the Union.

- 22.02** The parties to the **Standard Agreement 1991-93** have negotiated **Clause 21 - Enabling Clause**, which permits the Union, upon application by and consideration for the circumstances of an Employer, to modify the terms and conditions of the **Standard Agreement** in order that an Employer signatory to the **Standard Agreement** may become more competitive.



**22.03** Arrangements made pursuant to the **Enabling Clause** have allowed Employers to become more competitive in the pile driving job bidding market.

**22.04** The Union wishes to protect and advance the interests of its members by obtaining more work for them.

**22.05** **Clause 21** of the **Standard Agreement** allows for mutually agreed upon modifications.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The Union will create, maintain and administer a fund pursuant to the constitution and bylaws of the Union known as the **Pile Driving Industry Market Recovery Fund** (the "Fund").
2. The purpose of the Fund is to make available in appropriate circumstances funds to reduce the labour costs of Employers who employ Union members thus enabling those Employers to compete more effectively for work against Employers who do not employ Union members or who do not honour the terms and conditions of the **Standard Agreement**.
3. The Union, in its sole discretion, will decide which projects qualify for advancement under the Fund.
4. The Union in exercising its discretion on a job-by-job basis, and without limiting the generality of the following, will consider such factors as: the number of Contractors bidding the job; the nature of the job; the location of the project; the number of hours involved for Pile Driver/Bridgeworker members of the Union; the availability of monies in the Fund; and the timing of the request.
5. Employers wishing to apply for advancement from the Fund must be signatory to the **Standard Agreement** and employ only members of the Union who are in good standing.
6. It is the responsibility of the individual Employer or Contractor to make all necessary inquiries of the Union regarding the status of any job and whether funding will be available prior to submitting a bid.
7. The Employer agrees that it will bear all costs of preparing and submitting an application to the Fund and agrees that the Union shall bear no liability to the Contractor for such preparation regardless of whether the Contractor's bid is successful or not.
8. The parties agree that the following procedure shall be established for applications for **Pile Driving Industry Market Recovery Fund** advancement:
  - a) Funding will be available only to reduce the hourly labour costs of Apprentices, Pile Driver/Bridgeworker and/or Foreperson members. The Employer shall submit an application to the administrator of the **Pile Driving Industry Market Recovery Fund** in writing on the specified form.
  - b) The Union **will** unilaterally determine on the basis of the information supplied by the Employer whether the project qualifies for funding.
  - c) The Union will notify the Employer if the project qualifies for funding and on what basis. If the applicant is the successful bidder on a designated project it shall notify

the Union in writing prior to the commencement of work. The Employer will forward to the Union on a weekly basis time sheets for each member employed on the designated project. The Union will reimburse the Employer for the hours submitted within one week of receiving the afore-mentioned time sheets.

- d) Commitments for advancement from the Fund made to the Employer by the Union (unless designated by the Employer in writing as having been successfully bid) will become null and void at the conclusion of sixty (60) days from the date identified on the specified form.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**  
Pile Drivers, Divers, Bridge, Dock and  
Wharf Builders Local No. 2404, Delta

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