

LOWER MAINLAND ROAD BUILDING AGREEMENT
BETWEEN
LAFARGE GVA CONSTRUCTION
AND
TEAMSTERS LOCAL UNION No. 213



March 1st, 2022 – February 28th, 2025

WALTER CANTA
Secretary-Treasurer

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2022 - 2025 TEAMSTERS 213 LOWER MAINLAND ROAD BUILDING AGREEMENT

BY AND BETWEEN: LAFARGE GVA CONSTRUCTION

2300 Rogers Avenue
Coquitlam, BC V3K 1K5

(hereinafter referred to as "the Employer")

AND: TEAMSTERS LOCAL UNION NO. 213,
of the International Brotherhood of Teamsters

(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 a 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, lockouts and work stoppages; 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 applicable to Dependent Contractors.)

CLAUSE II - DURATION

This Agreement shall be in full force and effect from and including March 1st, 2022 to and including February 28th, 2025 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 of February 28th, 2025, 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.

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 strike, or the Company shall lockout or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

With respect to Employers who are bound to this Collective Agreement through a Letter of Understanding the Union, Contractors and Sub-Contractors agree that the Union retains the right to cancel such Letters of Understanding for any reason upon thirty (30) days' written notice.

The operation of Section 50, Sub-Sections (2) and (3) of the **Labour Relations Code of British Columbia** is hereby excluded.

(Clause applicable to Dependent Contractors.)

CLAUSE III - EXTENT

(a) Application

This Agreement shall apply to all employees of the Employer engaged in the Classifications listed in the attached schedule on the following types of construction work in the Province of British Columbia, and shall be binding on the Employer and the Union and their respective successors and assigns.

Federal, Provincial or Municipal roads and highways, logging roads, mining roads, mine stripping, railway grades, dykes, access roads to projects or industrial sites, all asphalt paving and concrete paving of highways and roads, asphalt parking lots and driveways, airport runways and taxi strips, gravel crushing, curb and gutter for the foregoing types of work. Hot Mix Association members shall be allowed to perform residential and municipal utility work and mine tailing dams under the terms and conditions of this Agreement.

When working on construction projects other than those described above, the Employer agrees that they shall abide by the Agreements covering such work between the Union, the Hot Mix Association, the Construction Labour Relations Association of B.C., and the Pipe Line Contractors Association of Canada.

(Clause applicable to Dependent Contractors.)

(b) Sub-Contractors

The terms of this Agreement shall apply to all Sub-Contractors or sub-contracts led by the Employer. The Employer shall engage only those Sub-Contractors having an Agreement with the Teamsters Local Union 213 prior to commencing work. The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of the Agreement or the Sub-Contractor.

In the event a Sub-Contractor fails to make payment of wages, or benefits and conditions as contained in this Agreement, the Prime Contractor shall, upon written notice by the Union of such payroll failure, be required to make the necessary payments.

(Clause applicable to Dependent Contractors.)

The Employer shall report the name of all Sub Contractors used and the extent of the contract.

(Clause not applicable to Dependent Contractors.)

(c) Owner/Operators

When Owner/Operators/Dependent Contractors are required they shall be hired in accordance with and shall be governed by the rates, classifications and conditions prescribed in Schedule "B" which shall be contained herein forming part of this Agreement.

(Clause applicable to Dependent Contractors.)

(d) **Rented Equipment**

When the Employer rents equipment without an Operator to perform work within the Union's Jurisdiction, the Operator of such rented equipment shall be hired in accordance with CLAUSE X of this Agreement.

(Clause not applicable to Dependent Contractors.)

(e) **Protection of Agreement**

It is agreed that the intent of this Clause is to ensure the observance of its provisions for all persons performing work by this Agreement. Furthermore this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all the provisions of this Agreement or depriving any employee of employment.

(Clause applicable to Dependent Contractors.)

(f) **Pre-Job Meeting**

The Employer agrees to meet with the Union at a pre-job meeting for the purpose of informing the Union of the names of intended Sub Contractors led by the Employer and for defining intended work assignments, marshaling points, room and board, and travel arrangements.

(Clause applicable to Dependent Contractors.)

CLAUSE IV - WAGES

(a) **Hourly Wage Rates**

The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Schedule "A", hereto 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.

(Clause not applicable to Dependent Contractors.)

(b) **Health, Welfare and Pension Plan**

The Employer will make contributions for Health, Welfare and Pension Plans in such amounts and under such conditions as are set forth in Clause XIX and Schedule "A".

(Clause applicable to Dependent Contractors for Pension Plan.)

(c) **Vacation and General Holidays**

Vacation and General Holiday pay shall be accrued at the rate of twelve and one-half percent (12 ½%) of gross earnings (six percent (6%) for Annual Vacation and six and one-half percent (6 ½%) for General Holidays), and shall be paid to the employee upon termination of employment, or when an employee takes their Annual Vacation.

Employees shall be given the option on the method which they wish to be paid earned vacation. They may request the following basis and the payment will be made by direct deposit:

- Paid each payday;
- Annually;
- Upon layoff or termination
- Or upon request (no reasonable request will be denied)

If requested, Vacation shall be paid by separate cheque deposit.

Employees who have completed twelve (12) months of continuous employment from their date of hire (excluding temporary lay-off) upon request shall be entitled to a minimum of three (3) weeks' vacation. Vacation periods will be arranged by mutual agreement between the employee and the Employer. It being understood no fare and travel time is payable.

The recognized holidays are: New Year's day, Family day, Good Friday, Easter Monday, Victoria Day, Canada Day, first Monday in August (British Columbia Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing day and any other day declared by the Provincial Government *which is recognized in the Employment Standards Act of British Columbia*. No work will be performed on Labour Day. All work performed on General Holidays shall be paid for at double time rates. In the event that any additional day or days are declared provincial holidays by the Provincial Government *and such day is recognized in the Employment Standards Act of British Columbia*, then such holidays shall be recognized and the General Holiday pay shall be increased by *point four percent (0.4%)* for each additional day.

July 1st, Canada Day, shall be observed on July 1st.

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

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

When working in a location where the Employer is prevented by the owner from working on a General Holiday, then the actual General Holiday shall be observed.

(Clause not applicable to Dependent Contractors except last paragraph.)

(d) **Payment of Wages**

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. Second shift to be paid at least every second (2nd) 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 between the Employer and the Union.

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 next working day after they cease to be an employee of the Employer all wages, salary and holiday pay earned by such employee.

As directed by the employee, a cheque mailed to the address of the employee, or to the Union Office within the time as specified above, shall constitute payment in accordance with the provisions of the Agreement.

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 their usual wages and all other conditions of the Agreement until there is compliance with the provisions or other arrangements are made between the Employer and the Union.

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.

Where retroactive pay is payable under the terms of this Agreement, such payment shall be paid by separate cheque.

Exchange charges will be added to the cheque, or otherwise provided for by the Employer.

(Clause not applicable to Dependent Contractors.)

(e) Bonding Payroll Failures and Out-of-Province Firms

- A. Before members are dispatched to any Employer who is not a member of the Hot Mix Association, such Employer shall, if demanded by the Union, post a bond or an irrevocable letter of credit, in a form which shall be suitable to the Union in an amount of eight thousand five hundred dollars (\$8,500.00) for each employee who will be placed on the Employer's payroll for use in default of payment of wages, Welfare contributions, vacation pay, General Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond or irrevocable letter of credit shall, by mutual consent of the Union and the Employer concerned, be terminated.
- B. Where there has been a payroll failure by an Employer or where an Employer has failed to remit trust funds as provided for elsewhere in this Agreement, the Employer shall, upon demand by the Union:
 - (i) make available at the Employer's premises all payroll records to the Union for examination; and/or
 - (ii) post a bond in a form which shall be suitable to the Union in the amount of eight thousand five hundred dollars (\$8,500.00) for each employee who was on the Employer's payroll during the immediately preceding six (6) months. In lieu of the bond, Employers who are not members of the Hot Mix Association shall submit an irrevocable letter of credit upon request of the Union.

C. Out-of-Province firms must establish a local pay office.

(Clause applicable to Dependent Contractors.)

(f) **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 Hot Mix Association shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude the 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 XIV.

(Clause applicable to Dependent Contractors.)

(g) **Higher Wage Rates**

Where an employee works in a higher hourly wage classification they shall be paid the higher rate for the entire shift.

(Clause not applicable to Dependent Contractors.)

(h) **Lesser Rate of Pay**

At no time will an employee be required to work in a lesser wage classification than that for which they were dispatched unless the employee agrees to the lesser wage classification in writing which will require the employee's signature.

(Clause not applicable to Dependent Contractors.)

CLAUSE V - HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME

(a) **Regular Hours**

Eight (8) hours shall constitute a day's work and between the hours of 8:00 a.m. and 5:00 p.m.; five (5) days shall constitute a week's work, i.e. Monday, 8:00 a.m. to Friday, 5:00 p.m. The start of the work week shall be Monday 8:00 a.m. except as provided below.

(Clause not applicable to Dependent Contractors.)

March 1st, 2022 until February 28th, 2025

The first forty (40) hours Monday to Friday is to be paid at straight time. All hours worked in excess of ten (10) hours each day is to be paid at applicable overtime rates. If a Statutory Holiday falls within the week, the first thirty-two (32) hours shall be paid at straight time.

(Clause not applicable to Dependent Contractors.)

(b) Shifts/Fixed Plant or Pit Operations Only

The following provisions shall apply to fixed operations such as plants, shops, mechanics or pits and field operations.

Where the majority of hours worked by the operations fall between 6:00 a.m. and 6:00 p.m., then no shift premium applies (however overtime rules per Article 7 would still apply).

1) Less than three (3) consecutive shifts

For shifts between Sunday night and Friday morning, where the majority of hours worked fall between 6:00 p.m. and 6:00 a.m., the employee will be paid at one and one half (1 ½) times the employee's classified rate of pay for the first eleven (11) hours and one and two (2) times thereafter.

Where the majority of hours worked fall between 6:00 p.m. and 6:00 a.m. starting on Saturday, the employee will be paid two times (2x) the employee's classified rate of pay.

2) Three (3) consecutive shifts or more

For shifts between Sunday night and Friday morning, where the majority of hours worked fall between 6:00 p.m. and 6:00 a.m., the employee will be paid at one and one quarter (1 ¼) times the employee's classified rate of pay for the first eight (8) hours and one and one half (1 ½) times the employee's classified rate for the next three (3) hours and two (2) times thereafter.

Where the majority of hours worked fall between 6:00 p.m. and 6:00 a.m. starting on Friday and continuing to Saturday morning, the employee will be paid at one and one half (1 ½) times the employee's classified rate of pay for the first eleven (11) hours and two (2) times thereafter.

Where the majority of hours worked fall between 6:00 p.m. and 6:00 a.m. starting on Saturday the employee will be paid two times (2x) the employee's classified rate of pay.

Any hours worked where the premium above are paid, shall not attract additional overtime premiums.

(c) Shifts/Construction Only

- Where the majority of hours worked fall between 6:00 a.m. and 6:00 p.m., then no shift premium applies;

- Where the majority of hours worked fall between 6:00 p.m. and 6:00 a.m., then a shift premium of 1.25 times the applicable rate of pay shall apply for all hours worked on that shift;
- This provision shall only apply to field operations, and shall specifically not apply to fixed plant operations.

Shift differential on straight time days shall be paid at straight time and, on overtime days, at the prevailing overtime rate. All hours worked in excess of eight (8) hours on additional shifts shall be paid for at overtime rates. 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 the Employer wishes to operate a project, or any part or parts thereof on a two or three shift basis, and provided the shifts are continued for three (3) or more consecutive days, then the starting time of the work week shall be 12:01 a.m. Monday (in which case the work week will end at 12:00 midnight, Friday). Any subsequent change in the start of the work week shall be made only after agreement has been reached with the Union.

(Clause not applicable to Dependent Contractors.)

(d) **Shift Rotation**

Where two (2) or more shifts are required, they shall rotate every two (2) weeks where practical; i.e. it is not intended that rotation would apply where there is no counterpart or cross shift.

(Clause not applicable to Dependent Contractors.)

(e) **Variations**

All work done outside of the hours mentioned in Clause V (a) and Clause V (b) above shall be considered overtime EXCEPT:

- (1) When working hours are changed to obey fire prevention regulations made under the "Forest Act", or
- (2) Where it is agreed between the Employer and the Union to vary the starting times; then, 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 the Employer Representative and a person designated by the Union.
- (3) On paving projects where a single shift is established which encompasses part of the second shift and part of the third shift, the shift differential shall be two (2) hours.
- (4) Employees shall decide on such variations per the provision in number two above.
- (5) On paving projects only, the Employer may vary the starting times by two (2) hours.

(Clause not applicable to Dependent Contractors.)

(f) Call-Out Time

Where a man is called out for work and no work is performed they shall be paid for two (2) hours minimum. Four (4) hours if work performed; beyond four (4) hours a full shift.

It is understood that a man starting work shall receive not less than four (4) hours pay whether or not the job is suspended due to inclement weather.

- (1) On regular shifts at straight time;
- (2) On Sundays and General Holidays at the prevailing overtime rates;
- (3) The following call-out guarantee provisions will apply on Monday through Friday and on Sundays and shall only apply to field operations and shall specifically not apply to fixed plant operations such as plants, shops mechanics or pits. For all other employees:
 - Two (2) hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
 - Four (4) hours pay at the applicable rate of pay in the event an employee commences work and works for less than four (4) hours;
 - Six (6) hours pay at the applicable rate of pay if an employee works more than four (4) hours but less than six (6) hours;
 - Eight (8) hours pay at the applicable rate of pay in the event an employee works more than six (6) hours but less than eight (8) hours.
- (4) Call-Out Guarantee - Saturdays:

The following call-out guarantee will apply on Saturdays on a year-round basis:

- Two (2) hours pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
 - Four (4) hours pay at the applicable rate of pay in the event an employee commences work and works for less than four (4) hours;
 - Actual hours worked to be paid at the applicable rate of pay after four (4) hours has been worked.
- (5) Call outs are paid provided however, that the worker has reported to the jobs in person, in a competent condition to carry out their duties, and providing adequate notice has not been given out not to report to 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 notice prior to starting time shall be given.

Each employee shall be reached, and the Employer shall fulfill the obligations of the above paragraph by contacting that telephone number.

- (6) Where a person reports at the request of their Employer and performs work at overtime rates prior to their regular starting time, such time will be considered overtime only and not considered in calculating their daily minimums under this Clause.

(Clause not applicable to Dependent Contractors.)

CLAUSE VI - OVERTIME

- (a) 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 the following rates:

Monday through Friday: over eight (8) hours and up to and including eleven (11) hours, time and one-half (1½ x); over eleven (11) hours, double time (2x).

Saturday: time and one-half (1½ x) for all hours worked up to and including eleven (11) hours; over eleven (11) hours, double time (2x).

Sunday and General Holidays: double time (2x) for all hours worked.

(Clause not applicable to Dependent Contractors.)

- (b) **Provision of Meals on Overtime**

When employees are required to work extended daily hours in excess of eleven (11) hours, the Employer shall be required to provide a meal at no cost to the employees, for those involved. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than one-half (½) hour, and this break shall occur not more than six (6) hours after the last meal time. Should an employee be requested to continue work then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

(Clause not applicable to Dependent Contractors.)

- (c) Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate and shall be given one-half (½) hour to consume their lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

(Clause not applicable to Dependent Contractors.)

- (d) It is agreed that no employee shall be deprived of a hot meal by reason of working overtime, where the Employer is providing room and board.

(Clause applicable to Dependent Contractors in camp.)

- (e) Overtime shall be offered in order of seniority.

(Clause not applicable to Dependent Contractors.)

CLAUSE VII - TRANSPORTATION

(a) Hiring and Termination

- (1) When upon commencing employment on a job, men are required to travel to the job, they shall receive from the Employer the cost of transportation from the transportation terminal nearest to the employee's domicile, including meals, travelling time and a sleeper if night travel is necessary.
- (2) 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.
- (3) If an employee is terminated (not for cause), takes sick, is injured, or leaves the job for authentic compassionate grounds, cost of return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer.
- (4) If an employee quits or is discharged when having been on the job for thirty (30) calendar days, return transportation, meals, travelling time, and a sleeper, if night travel is necessary, shall be paid by the Employer. Travel time shall be paid in accordance with Paragraph 5.
- (5) Subject to the same conditions as govern transportation, eight (8) hours pay at straight time will be paid each calendar day or portion thereof travelling or waiting for transportation. When the time required to travel to the job, check in and receive accommodation is less than eight (8) hours, the employee may be required to work until eight (8) hours have elapsed since their departure from their place of domicile.

In the event of delayed transportation, accommodation and meals (receipts required) shall be paid by the Employer where such is not provided by the transportation company.

- (6) If the Employer fails to provide work and requires an employee to stand by for more than two (2) consecutive shifts, the employee, at their option, shall be deemed to have been laid off, and the cost of return transportation, meals and a sleeper, if night travel is necessary, and travel time shall be paid by the Employer. Call-out time without work does not constitute work provided.
- (7) Persons dispatched to jobs before jobs are ready will be paid waiting time at the regular rate until the job starts, or have their transportation paid return.
- (8) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence of up to three (3) days, with one (1) of those days paid at eight (8) hours straight time. Immediate family is defined as those person's contained in the employee's immediate family. "Immediate family" is defined as those persons outlined in the British Columbia Employment Standards Act.

If the employee is notified of the death while they are working, they shall be excused from and paid for the balance of that working shift and such time will not be charged against the three (3) days of leave.

In addition, one (1) of the three (3) bereavement leave days shall include the funeral or service or celebration of life.

(Clause not applicable to Dependent Contractors.)

(b) Local Transportation

(1) Cities, Towns or Villages

On all jobs situated within eight (8) kilometres (five (5) road miles) of the centre of any city, town or village in which an employee is residing or accommodated, such employee will travel daily to and from such jobs at no cost to the Employer. A local resident shall be defined as in Clause XII (b).

On all jobs beyond eight (8) kilometres from such centers, Employees will receive the applicable Canada Revenue Agency rate per kilometre each way as a daily travel allowance to reimburse the Employee for daily travel allowance and travelling time. For travel outside of the Vancouver Metropolitan Area, the Employee shall be paid the applicable Canada Revenue Agency rate per kilometre for daily travel allowance and travelling time.

Where more than one city, town or village is located within a forty (40) km. (twenty-five (25) mile) radius of the job site, the first eight (8) kilometre (five (5) miles) each way from the city centre shall be travelled at no cost to the Employer, but the allowance will be calculated from the city, town or village in or nearest to which the member is residing. (Note: This does not apply to the metropolitan areas of Vancouver - New Westminster or Victoria.)

When directed by the Employer during working hours to travel over bridges or highways, the Employer will reimburse the employee for the toll(s) paid.

For those employees using their own vehicles on all new grading and reconstruction projects where travelling would be required on an unfinished grade, then a marshalling point or points shall be established between the Employer and the Union Business Agent.

The Employer shall provide transportation to and from the employee's work station.

As an alternative to the foregoing, the Employer may provide transportation in approved passenger carrying vehicles which conform to public transit standards with full insurance coverage, and operated in compliance with Workers' Compensation Board regulations, it being understood that in such an event a marshalling point or points will be established at a place or places agreed to by the Union (prior to commencement of the project), within the eight (8) km. (five (5) mile) distance called for above, and that the time spent in travelling to and from such marshalling point or points to the job site will be done during regular hours, and while the employee is on the payroll.

As a further alternative to the foregoing, the Union and the Employer may meet and agree upon a standard lump sum payment to cover the costs of transportation and travel time. This sum in the form of a daily allowance shall be payable to all employees employed on this project irrespective of where the employee is residing or accommodated. It is the intent of this paragraph to provide a standard travel allowance which may be determined upon the commencement of the project for the mutual advantage of both the Employer and the employees.

(Clause not applicable to Dependent Contractors.)

(2) **Camps**

- (a) Where camps are maintained, transportation to and from the job site shall be provided.

Vehicles used to transport workmen shall be approved passenger vehicles conforming to public transit standards and operated in compliance with Workers' Compensation Board regulations. Fifteen (15) minutes free travel time each way outside the regular shift hours will be allowed; all time beyond the fifteen (15) minutes that are outside the regular shift hours will be considered as time worked and paid for at the applicable overtime rates.

- (b) Employees assigned to drive buses or man-hauls shall report a minimum of thirty (30) minutes prior to their regular starting time to start, warm up and carry out a safety check of the vehicle. This period to be paid for at the appropriate overtime rates.
- (c) **On paving jobs only** where a majority of employees desire to use their personal transportation from the hotel/motel to the project, a travel allowance may be mutually agreed to between the Business Agent of the Union and the Employer.

(Clause not applicable to Dependent Contractors.)

(3) **Periodic Leave**

On projects of over fifty (50) calendar days duration, employees who are receiving room and board or a living-out allowance shall be eligible for leave after being on the project for thirty (30) calendar days. A maximum of four (4) days leave shall be granted at least once every forty-five (45) calendar days.

The scheduling and duration of these periodic leaves will be established by agreement with the employees, however the Employer shall have the right to vary the schedule within the above time periods due to inclement weather. Where the Employer schedules a periodic leave due to inclement weather all employees on the payroll shall be paid fare and expenses both ways regardless of length of time on the job.

When leave is desired in accordance with the above terms, the Employer shall provide transportation and expenses to the point of departure and back to the job. In no event will an employee receive leave unless they actually return to their place of domicile and unless they return to the project for the next shift following the leave.

No cash settlement in lieu of leave will be allowed. Living-out allowance shall not be paid during leave period. Employees who take leave from camp accommodations will not be required to vacate their rooms during leave.

(Clause not applicable to Dependent Contractors.)

(4) Metropolitan Areas

In lieu of payment for local transportation cost regardless of the employee's place of residence, each Employer shall pay to each employee employed within the Metropolitan Area as defined below, one dollar (\$1.00) per hour for each hour for which wages are payable hereunder. Such amounts shall be paid in the pay period and shall be part of gross earnings.

Vancouver - New Westminster Metropolitan Area

The area extending to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Delta, Surrey, Port Coquitlam, and Coquitlam, and continuing in a direct line from the northern boundary of Coquitlam to the eastern city limits of Hope.

Victoria Metropolitan Area

The area south and east of a line drawn from the mouth of Muir Creek to the height of land on the Malahat, including the Saanich Peninsula.

(Clause not applicable to Dependent Contractors.)

**CLAUSE VIII - TRAINING AND UPGRADING PROGRAMMES, TEAMSTERS
ADVANCEMENT FUND & REHABILITATION FUND**

(a) Training and Upgrading

- (i) It is agreed and understood that the parties to this Agreement will recognize one (1) Trainee for every three (3) Journeymen. This agreed ratio is a maximum allowed and Trainees will only be hired if requested by the Employer on an individual basis. Details and information to be agreed upon by the Union.
- (ii) Effective March 1st, 1990, the Employer shall make contributions at the rate of twenty-four cents (24¢) per hour for which wages are payable hereunder for each Employee and/or Owner/Operator Dependent Contractor covered by this Agreement.

Effective March 1st, 1990, when Owner/Operators Dependent Contractors are working on a Flat Rate or Ton Mile Rate the Employer shall make contributions at the rate of Two Dollars and Forty Cents (\$2.40) per day. Such contributions shall be submitted to the Teamsters Local Union No. 213 Training and Upgrading Programme, and payable by the fifteenth (15th) day of the month following that to which they refer, in accordance with Clause XIX.

(Clause applicable to Dependent Contractors.)

(b) **Teamsters Advancement Fund**

Effective March 1st, 1990 the Employer shall make contributions at the rate of thirteen cents (13¢) per hour for which wages are payable hereunder for each employee covered by this Agreement to the Teamsters Advancement Fund.

(Clause not applicable to Dependent Contractors.)

(c) **Advancement Fund (Owner/Operator/Dependent Contractor)**

Effective March 1st, 1990, the Employer shall make contributions at the rate of two cents (2¢) per ton hour for which wages are payable hereunder for each Owner/Operator/ Dependent Contractor covered by this Agreement.

e.g.	15 tons = 30¢ per ton/hour	34 tons = 68¢ cents per ton/hour
	16 tons = 32¢ per ton/hour	35 tons = 70¢ cents per ton/hour

When Owner/Operators/Dependent Contractors are working on a Flat Rate or Ton Mile Rate, the Employer shall make contributions at the rate of their net load.

e.g.	15 tons = \$3.00 per day	34 tons = \$6.80 per day
	16 tons = \$3.20 per day	35 tons = \$7.00 per day

Contributions shall be submitted to the Union by the fifteenth (15th) day of the month worked.

(Clause applicable to Owner/Operators Dependent Contractors.)

(d) **Construction Industry Rehabilitation Fund**

Effective March 1st, 1990, the Employer shall make contributions at the rate of two cents (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.

(Clause not applicable to Owner/Operators Dependent Contractors.)

CLAUSE IX - WORKING CONDITIONS

- (1) Lunch periods shall be at mid-shift. (Applicable to Dependent Contractors.)
- (2) The Employer shall allow each employee two (2) breaks of ten (10) minutes each, but not more in a work shift. Time of breaks shall be mutually agreed upon. (Applicable to Dependent Contractors.)
- (3) Essential protective clothing and rainwear shall be supplied at no charge to the employee. In the event that an employee does not return the foregoing items supplied to them by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee. (Not applicable to Dependent Contractors.)
- (4) Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided, as called

for in local sanitary regulations. Toilet houses shall be painted, at least on the inside, and cleaned daily; toilet paper will be provided. (Applicable to Dependent Contractors.)

- (5) Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months. (Applicable to Dependent Contractors.)
- (6) If requested by the Union or employee, the Employer will provide, within three (3) calendar days, a termination slip which shall state the reason for the employee's termination and whether or not they are eligible for rehire. (Not applicable to Dependent Contractors.)
- (7) A lock-up shall be provided for employees for drying clothes and dressing rooms, as well as a lunch room. The lock-up shall have tables and benches with provisions for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia. Additional shelters shall be provided for employees to eat their lunch as may be required. (Applicable to Dependent Contractors.)
- (8) In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an employee's personal belongings up to a total of Three Hundred and Fifty Dollars (\$350.00). The Employer shall also provide fire and burglary insurance for the employee's required tools to a total value of the tools, tool for tool, make for make, provided an inventory of tools 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. (Not applicable to Dependent Contractors.)
- (9) The Employer shall pay the cost of obtaining operators' licences other than those required under the Motor Vehicles Act for employees covered by this Agreement. (Not applicable to Dependent Contractors.)
- (10) No employee will be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interests of the Union. (Applicable to Dependent Contractors.)
- (11) One (1) hours' notice of termination will be given by the Employer or one hour's pay allowed in lieu thereof. (Not applicable to Dependent Contractors.)
- (12) Where an employee is involved in an accident while on the job and as a result is unable to perform their work, they shall receive a full day's pay for the day of the accident. (Not applicable to Dependent Contractors.)
- (13) **Special Conditions, Underground:** refer to the Collective Agreement between the Union and the Construction Labour Relations Association of B.C. (Not applicable to Dependent Contractors.)
- (14) The Employer shall allow time off work without pay to any man who is serving on a Union Committee or for the purpose of serving as a Union delegate to any conference or function provided that this can be done without cost to the Employer. (Not applicable to Dependent Contractors.)

Any employee who acts within the scope of the above paragraph shall not lose their job, or be discriminated against for so acting.

CLAUSE X - UNION SHOP

(a) Dispatch Offices

The Union shall maintain a Dispatch Office from which the Employer shall hire all employees. Owner/Operators/Dependent Contractors shall be hired in accordance with Schedule "B", Paragraph 1.

(Clause applicable to Dependent Contractors.)

(b) Hiring

When employees, including Foremen, Owner/Operators and Dependent Contractors are required, only Union members having confirmation from the Union shall be hired.

The Union shall be given at least forty-eight (48) hours' notice between Monday 8:00 a.m. and Friday 5:00 p.m. to complete the dispatch, but notice shall be given to the Employer of any difficulty in completing the dispatch prior to the expiration of the forty-eight (48) hour period.

When Union members are not available in B.C., then the Employer may obtain employees elsewhere, it being understood that employees so hired shall meet Union and Tradesmen's qualifications.

Employees hired under this part shall have fourteen (14) days in which to make application for membership in the Union, or be replaced by a Union member when available.

Employees who have made application within the fourteen (14) days, but who are not accepted as a member of the Union, shall be the first to be laid off providing there is a Union member on the project who is qualified and willing to do the job being done by the workman not yet a member of the Union.

When an employee suffers a compensable injury, they shall be entitled to re-employment with the Employer when they receives a clearance to return to work from their doctor or the Workers' Compensation Board, providing the project is still in operation and there is work in their classification; however, should the Employer refuse employment, the Union, at the request of the employee, may request the Employer to provide reasons for refusing to rehire.

(Clause not applicable to Dependent Contractors.)

(c) Should an employee at any time cease to be a member in good standing with the Union under whose jurisdiction they are employed, the Employer shall, upon notification from said Union, discharge them forthwith.

The Union shall have the exclusive right to determine who is a member in good standing.

(Clause applicable to Dependent Contractors.)

- (d) The Union reserves the right to render assistance to other labour organizations. Refusal on the part of the Union members to work with non-Union workmen or workmen whose organization is not affiliated to the Building Trades Council shall not be deemed a breach of this Agreement.

(Clause applicable to Dependent Contractors.)

- (e) It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship, or transport any materials or equipment considered unfair by the Building Trades Council of B.C., or to work with or to receive from any persons or firms who are considered unfair by any of the said Building Trades Councils.

(Clause applicable to Dependent Contractors.)

CLAUSE XI - JOB STEWARDS

- (a) Job Stewards shall be recognized on all jobs and shall not be discriminated against. All Job Stewards shall be appointed by the Business Representatives of the Local Union and the Employer shall be notified in writing. 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 in 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 Stewards to carry out their duties.
- (b) 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.
- (c) 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 they interfere with the men during working hours, unless permission is granted.
- (d) The Employer's representative on site shall provide the Union Business Agent, upon request, with the names of their employees and subcontractors on the project.

(Clause not applicable to Dependent Contractors.)

CLAUSE XII - ROOM AND BOARD

- (a) On jobs where camps are provided, room and board will be supplied in camp at no cost to the employee. Camp accommodations, when supplied, shall meet all the standards and requirements of the B.C. Road Builders' Camp Rules and Regulations and attached hereto.

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

- (b) When a project is located outside the Greater Vancouver Area (as defined in Clause III (a) – Application), Sunshine Coast and Howe Sound, the Employer shall provide free room and board or living out allowance as provided below for all employees. Where there is no camp accommodation, the Company shall provide at no cost the employee:
- (i) Accommodation based on single occupancy (subject to availability) and three (3) meals for each full day; or

- (ii) Accommodation based on single occupancy (subject to availability) plus where meals are not provided by the Company, a daily meal allowance for each day at seventy dollars (\$70.00) per full day will be paid to cover the cost of meals. Where the job will continue through the weekend, accommodations will be made available and the meal allowance shall be paid to employees except where an employee chooses to take leave to return home; or
- (iii) The Company may, at its sole discretion, offer employees the option to forgo the accommodation and meal allowance outline in (i) and (ii) above, and instead to arrange for their own accommodation and meals. Any employee making this election shall be paid a total allowance of one hundred and twenty-five dollars (\$125.00) per day as a non-taxable payment.

For any work within the Greater Vancouver Area (as defined in Clause III (a) – Application), Sunshine Coast and Howe Sound, where the Company offers the option for employees to stay overnight rather than returning home, what employees are provided will be at the sole discretion of the Company.

- (c) Any employee who is living in accommodations provided by the Employer (i.e. camp, hotel, motel) may on any weekend vacate or check out of such accommodation and the Employer shall pay them thirteen dollars and fifty cents (\$13.50) per day for each such day checked out.

To qualify the employee must be available to work their scheduled shift prior to and after the weekend and/or General Holiday. The employee must check out and sign the appropriate check out form prior to leaving.

(Entire clause not applicable to Dependent Contractors.)

CLAUSE XIII - ACCIDENT PREVENTION

- (a) (1) 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 member to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member shall be discharged because they fail to work under unsafe conditions as set out in the regulations. Any refusal of a member to abide by known Workers' Compensation Board regulations or posted Company safety regulations, after being duly warned, will be sufficient cause for dismissal.
 - (2) Any employee may refuse to work where, in their opinion, adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to drive or operate such vehicle or equipment if, in their opinion, there is any reasonable doubt as to the safety of the unit or if they feel it is improperly loaded. They may not be ordered to operate said vehicle or equipment until they have been satisfied any defects have been corrected.
- (b) The Employer will supply all safety hats and liners at no cost to the employee provided the employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.

- (c) The Head Job Steward or, where there is a Safety Committee, a Union Representative of this Committee shall accompany the Compensation Board Inspector on all project inspections.
- (d) Copies of the Minutes of Safety Meetings shall be forwarded promptly each month to the respective Union office.

(Clause not applicable to Dependent Contractors.)

CLAUSE XIV - DISPUTES

(a) Jurisdiction

In the case of a jurisdictional dispute over the allocation of work, it is agreed that there shall be no stoppage of work. Where both unions party to the dispute have collective agreements with the contractor then they shall assign the work in accordance with past practice in the British Columbia Road Building Industry. In instances where the Contractor does not have a collective agreement with the Union contesting the Teamsters' jurisdictional claim, the work shall be assigned to the Teamsters. If the dispute is not settled locally, then it shall be referred to the General President of the International Brotherhood of Teamsters, and the General President of the disputing Union.

(b) Grievances

It is the spirit and intent of this Agreement, as contained in Clause I: OBJECTS, to resolve all employee or Employer grievances promptly and, whenever possible, within the industry.

If, during the term of this Agreement, there should arise any difference between the Parties to or the persons bound by this Agreement concerning the interpretation, application, operation, or any alleged violation hereof, or concerning discharge of an employee which may be alleged to be unjust, and including any questions as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:

- (1) The Job Steward or Business Agent of the Union shall first discuss the difference with the Foreman or Superintendent of the Employer in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party must submit the matter complained of, in writing or postmarked, to the other party within thirty (30) days of its occurrence, except the matter of discharge must be submitted in writing within ten (10) days of occurrence or, in every case, the matter shall be deemed to be waived.

However, the foregoing time limits will not apply in respect to any Employer contributions to the Health and Welfare Funds to be made on behalf of the employees as provided for in this Agreement.

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

The Employer shall only remain liable for Health and Welfare and similar funds as provided for in this Agreement on behalf of the Sub-Contractor for a period of forty (40) days after completion of the Sub-Contract.

- (2) In the event that any grievance is not resolved between the Employer and the Union within twenty (20) days, it may, if mutually agreed, be referred to the Canadian Joint Grievance Panel (C.J.G.P.) in writing and heard by the C.J.G.P. as provided herein, or if the parties fail to agree that the grievance is to be referred to the C.J.G.P., then each party shall within five (5) days **agree that the grievance will be heard by a single arbitrator**. The arbitrator shall, within ten (10) days, or such extended period as may be mutually agreed by the parties, hear the parties and render a decision within seven (7) days, which shall be final and binding. The fees and expenses of the **Arbitrator** shall be borne equally by the parties to the grievance.
- (3) In the event that any grievance involving discharge is not resolved between the Employer and the Union within ten (10) days of receipt of written notice from the aggrieved Party, such grievance shall, within that time, at the request of either Party, be referred in writing to an Industry Grievance Panel or Board of Arbitration as provided herein or the matter shall be deemed to be waived.

(c) **Industry Grievance Panel**

An Industry Grievance Panel shall be drawn from representatives of the Construction Unions Resolutions Board as set out in this Agreement and shall be composed of at least four (4) members and not more than six (6) members. Appointment of Panel members shall be made from among those persons who are appointed representatives to the Resolutions Board or from among those persons who are officers of the participating Unions and those persons who are Directors of the participating Associations. In no case and at no time shall representatives of the Union or the Employer involved in the dispute be appointed to a Panel. In all proceedings of the Panel, the Union and the Associations shall have equal representation and voting rights.

The Construction Labour Relations Association of B.C. shall, when requested to do so by the Employer, have the right to represent such Employer on all matters relating to labour relations which may come before the Grievance Panel.

The Industry Grievance Panel shall meet and endeavour to render a decision within five (5) days of receipt of the grievance in writing. In the event that the Panel cannot arrive at a decision as to the disposition of the grievance within such time, or either Party to the grievance is unwilling to accept the decision, the Panel shall add to its numbers by the selection of a Chairman, with voting rights, from a predetermined list of persons mutually agreed upon by the Parties hereto to act as such. Should one of these persons fail to be appointed or none be able to act, the Minister of Labour of British Columbia shall be requested to appoint a Chairman.

The Panel, with the Chairman added, shall meet and hear evidence and shall have all rights, powers, duties, and authorities given to a Board of Arbitration by virtue of the *Arbitration Act* R.S.B.C., 1960, Chapter 14, and shall render its decision within ten (10) days of receipt of the grievance in writing and its decision shall be final and binding on the Parties to the Grievance.

Any and all grievances referred to an Industry Grievance Panel, as provided herein, shall be resolved by a majority decision of the Panel. A decision of the Panel in matters concerning discharge may include an award of damages or compensation or an order of reinstatement of employment, or any or all the foregoing as it deems just and equitable. The fees and expenses of the Grievance Panel Chairman, where one is required, shall be borne equally by the Parties to the Grievance.

If for any reason the Industry Grievance Panel ceases to exist or refuses to act in any grievance referred to it by a party or person bound by this Agreement, such grievances shall instead be dealt with by a Board of Arbitration as provided for herein.

The services of an Industry Grievance Panel, as constituted herein, shall be available to Active Employer members of the Council of Unionized Road Builders and any Employer bound by this Agreement in the Construction Industry within the Province of British Columbia. Unions participating in the Resolutions Board and Active Employers shall each be required to pay a registration fee of one hundred dollars (\$100.00) with the referral of each grievance to an Industry Grievance Panel. The registration fee previously referred to may be adjusted upon approval of the Construction Unions Resolution Board.

Written notices of all grievances to be referred to a Grievance Panel and payment of all registration fees shall be made to the Construction Unions Resolutions Board, which shall allocate disbursement of registration fees to assist in the defrayal of expenses of Grievance Panel as that body shall decide.

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

(d) Construction Unions Resolutions Board

The Construction Unions Resolutions Board (hereinafter referred to as the "Resolutions Board") shall be maintained throughout the term of this Agreement for the purpose of reviewing any and all matters covered by this Agreement, in the furtherance of its objects, and appoint Industry Grievance Panels to deal with grievances which may be referred to the Resolutions Board from time to time by mutual agreement of the Parties.

The Resolutions Board shall be comprised of representatives from any Trade Union as defined in the Industrial Relations Act and accepted and recognized by the Building Trades Council of B.C., which signs a Collective Agreement containing a provision for participation in the Resolutions Board, and recognition of the Industry Grievance Panel procedure provided herein, together with contractor members of Construction Labour Relations Association and representatives from the Council of Unionized Road Builders of a number equal to that appointed by the Unions.

The Resolutions Board shall establish its own rules of conduct and shall determine from time to time its own numbers, subject always to equal representation from the participating Unions and the participating Associations and shall establish rules of procedure for Industry Grievance Panels.

(e) Arbitration Award Provision

I, _____, agree that in consideration of the acceptance by the International Brotherhood of Teamsters, Local 213 of myself as an Arbitrator, I will render a decision within thirty (30) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which lapse beyond the thirty (30) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further

agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

Signature

(Entire clause applicable to Dependent Contractors except (b)(3).)

CLAUSE XV - PUBLIC RELATIONS

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

(Clause applicable to Dependent Contractors.)

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 redraft 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 the dispute to the Grievance Procedure.

(Clause applicable to Dependent Contractors.)

CLAUSE XVII - DUES SUPPLEMENT

- (a) Effective March 1st, 2009, sixty cents (60¢) per hour dues supplement shall be deducted from each employee and/or Owner/Operator/Dependent Contractor, covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. Owner/Operators/Dependent Contractors shall be deducted six dollars (\$6.00) per day when working on a Flat rate or Ton mile rate. Remittances shall be made in accordance with the forms provided by the Union.

Should the Union, during the term of this Agreement, request a change in the hourly rate of the dues supplement, the altered rate shall be deducted and remitted as above. The Employer shall be given sixty (60) days' notice in writing of the change in the amount of deductions to be made.

(Clause applicable to Dependent Contractors.)

Teamster Local Union 213 Owner/Operator Building, Recreational and Legal Fund

- (b) Effective March 1st, 1990 the Employer shall deduct from the Owner/Operator/Dependent Contractor's wages at the rate of seven cents (7¢) per hour for which wages are payable hereunder (however, this shall not be compounded on overtime) for each Owner/Operator/Dependent Contractor covered by this Agreement to the Teamsters Local 213 Owner/Operator Building, Recreational and Legal Fund and payable by the fifteenth (15th) day of the month following that to which they refer.

(Clause applicable to Dependent Contractors.)

CLAUSE XVIII - METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS

The contributions referred to in Clause VIII Training and Upgrading Programmes and Teamsters Advancement Fund, Rehabilitation Fund and the Owner/Operator/Dependent Contractor Advancement Fund and the deductions referred to in Clause XVII (a) Dues Supplement, (b) Teamsters Local Union 213 Owner/Operator Building, Recreational and Legal Fund shall be remitted monthly by cheque, together with a form supplied to the Employer by the Union to the Local Union Office concerned.

The said Local Union shall, by the thirtieth (30th) day of the month following that to which they refer; remit to the Funds concerned all collections made on their behalf.

The contributions for Health, Welfare and Pension (see Schedule "A") paragraph one (1) shall be remitted by the Employer in accordance with and on the form provided.

If, within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to a delinquency charge of two percent (2%) per month of the total amounts of the unpaid Trust Funds in arrears and will attach to those unpaid Trust Funds and become due and payable as damages to cover costs of collections and loss of earnings suffered by the Trust. This is not to be construed that the above charges relieve the Employer of any further liabilities which may occur because of their failure to report and pay contributions/deductions as provided.

(Clause applicable to Dependent Contractors.)

CLAUSE XIX - TEAMSTERS BENEFIT PLANS

Health and Welfare

- (a) Effective March 1st, 2019, the Employer shall make contributions at the rate of three dollars and fifteen cents (\$3.15) per hour for which wages are payable hereunder for each employee, within the scope of this Schedule to the Teamsters' Local 213 Health and Welfare Plan.

Pension

- (b) Effective March 1st, 2019, the Employer shall make contributions at the rate of three dollars and eighty-one cents (\$3.81) per hour for which wages are payable hereunder for each employee, within the scope of this Schedule to the Teamsters' Local 213 Pension Plan. Effective March 1,

2023, these contributions will increase to three dollars and ninety-one cents (\$3.91) per hour. Effective March 1, 2024, these contributions will increase to four dollars and one cent (\$4.01) per hour. Pension contributions for overtime hours shall be remitted at straight time hourly rates.

Such contributions shall be submitted by the fifteenth (15th) day of the month following that to which they refer and in accordance with Clause XVIII.

- (c) In the event an Employer fails to remit contributions to these Plans, 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 213 may inspect, during regular business hours, an Employer's record of time worked by employees and contributions made to these Plans.

- (d) In addition, the Employer agrees not to remit pension contributions per Bill C-30 which received royal assent on June 29, 2021 for the following two circumstances:
 - (i) Pension contributions are prohibited with respect to an employee at any time after the end of the calendar year in which the employee attains seventy-one (71) years of age;
 - (ii) Pension contributions are prohibited with respect to an employee that has retired under the Teamsters' Local 213 Pension Plan and subsequently returned to work for the Employer.

Effective January 1st, 2020, any employee who continued to work after the end of the year in which the employee attains seventy-one (71) years of shall have the appropriate Employer contributions that were made, or would have been made into Teamsters' Local 213 Pension Plan paid directly to them each year owed and then at the end of each following calendar year.

- (e) It is agreed between the parties that pension contribution for Dependent Contractors/Owner Operators will be a no cost to the Employer. The Union will inform the Employer at the signing of the Collective Agreement on which Dependent Contractors/Owner Operators will be participating in the pension plan. The Employer will deduct the contribution rate as stated in Article XIX(b) above from the Dependent Contractor applicable hourly haul rate.

(f) **Health, Welfare and Pension Plan**

Contributions and deductions must be mailed or delivered by the Employer to the Administrator of Teamsters Health, Welfare and Pension Plans at their office no later than the fifteenth (15th) day of the month following that which contributions cover.

In the event the Employer fails to remit contributions to this Plan in accordance with this section of this Agreement:

- (i) The Union is free to take the following economic action:
 - (a) Demand payment of the two percent (2%) per month delinquency charge as provided for in Clause XVIII in this Agreement; and/or

- (b) Demand the posting of a bond or an irrevocable letter of credit as provided for elsewhere in this Agreement; and/or Where the Employer has failed to comply with (a) and (b) above, then
- (c) Forty-eighty (48) hours after the Union has delivered the demand for bond or the irrevocable letter of credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the irrevocable letter has been furnished, and such other action shall not be considered a violation of this Agreement.

Such economic action as it applies to this Clause only may include the withholding and the withdrawals of dispatches to the Employer.

- (ii) The Employer agrees that they shall:
 - (a) pay the delinquency charges referred to in (i) (a) of this section; and/or
 - (b) post the bond or irrevocable letter of credit referred to in (i) (b) of this section whenever they are demanded in accordance with the provisions as set out in this Agreement.

(Clause not applicable to Dependent Contractors.)

CLAUSE XX - PLANS AUDITOR

The Plans Auditor and/or Business Representative shall be permitted to inspect and audit the Employer's records of time worked by employees and Owner/Operators/Dependent Contractors and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

The auditor shall notify the Employer of their intention to audit and to make the necessary arrangements for the time and place.

(Clause applicable to Dependent Contractors.)

CLAUSE XXI - 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.

(Clause applicable to Dependent Contractors as per agreed dates.)

CLAUSE XXII - SPECIAL PROVISIONS AND WAGES

1. This Agreement and Schedule "A" shall cover every employee of the Employer engaged in the operation of motor vehicles or mobile equipment as listed in this Schedule "A" with the following exceptions:

- (a) Ambulance;
- (b) Automobiles or pickups used only for transportation by supervisory personnel, office staff and field engineering crews.

2. Where the Employer operates a warehouse or parts room requiring the services of a warehouseman whether on any construction project or in conjunction with the head office, yard or repair shop, a Teamster warehouseman shall be employed.

All materials received, warehoused and issued shall be carried by a Teamster.

3. Subject to the foregoing item one of these Special Provisions (Schedule "A") all operators of every motor vehicle and every piece of equipment as listed in this Schedule "A", used by the Employer in transporting men or material, whether owned by the Employer, leased, hired, or contracted for the Employer or otherwise shall be subject to the terms and conditions of the attached agreement and this Schedule "A" and no other agreement.
4. If the Employer works four (4) or more employees on the same shift on any project or in a permanent area under the jurisdiction of Local 213 of the Teamsters Union, a Teamsters Working Foreman shall be employed at ten percent (10%) over the highest classification under their supervision.

When four (4) or more pieces of equipment are worked on the same shift on a project as provided for above, it is understood that all equipment within the jurisdiction of the Teamsters Union shall be under the supervision of the Teamsters Foreman.

When the Employer works six (6) or more employees on any one (1) shift on any one project (number shall include owner operated and/or manned rented equipment) under the jurisdiction of Teamsters Local Union No. 213, a Non-Operating Foreman position shall replace the Operating Foreman position and shall receive a premium of ten percent (10%) per hour over the hourly rate of the highest Teamster classification under their supervision.

(Clause applicable to Dependent Contractors.)

5. The Employer shall supply current Seniority lists upon request by a Union official.

(Clause not applicable to Dependent Contractors.)

CLAUSE XXIII - SENIORITY

(a) Company Seniority

It is agreed and understood that for those employees working or dispatched to work at and from the Company's main area(s) of operation, i.e. Head Office, Warehouse, Principal Shop, Permanent Plant, etc. seniority will prevail.

Seniority is defined as last employee hired, first employee laid off, and subject to their qualifications which shall be established by their driver's licence and/or ability.

Any employee subject to a layoff through a reduction of the work force shall have the right to recall for a period of six (6) months from date of layoff. Clause not applicable to Owner/Operators and/or Dependent Contractors, except the Seniority List contained in Schedule "C" attached hereto and forming part of this Agreement.

(b) **Project Seniority**

Where more than one (1) employee is dispatched to a site or project to operate vehicles or equipment in the same classification as others, the last employee dispatched to the same classification shall be the first employee in the classification to be laid off. It is agreed and understood that project seniority shall not supersede Company seniority or seniority as defined in (a) above.

(Applicable to Dependent Contractors.)

CLAUSE XXIV - WAREHOUSE CLASSIFICATIONS

(a) **Warehouse Foreman**

Where there are four (4) or more warehousemen under the Teamsters jurisdiction, a Working Foreman will be appointed by the Employer and will receive the Warehouse Foreman rate.

The Warehouse Foreman's rate shall be ten percent (10%) above the Class 1 Warehouseman rate. The Warehouse Foreman shall not be selected from other than Class 1 Warehousemen.

CLASSIFICATIONS AND DUTIES

(b) **Warehouseman - Class 1**

Fully experienced in all warehouse procedures (Office included) such as Purchasing, Kardex operation, Stock control, Invoices. Specialized in **ONE** or more of the following: H.D. Parts, Materials and/or fitting for mechanical installation. Capable of establishing procedures and taking complete charge of a warehouse in an emergency. Senior Specialized Warehouseman in charge of stock and warehouse personnel under the direction of the warehouse management.

(c) **Warehouseman - Class 2**

Qualified warehouseman able to receive, ship, identify, bin any and all general warehouse material and specialized parts or material for which they are classified and all paper work pertaining thereto; able to order material through parts books and to have a sound knowledge of purchasing procedure and of the operation of the "Kardex" for the parts and/or material for which they are specialized.

(d) **Warehouseman - Class 3**

Qualified to receive and ship material and handle paper work required; to check packing slips against material received, the requisitions and purchase orders, to identify and requisition general warehouse material.

(e) **Field Warehouse Pick-Up Man**

Same as qualified Warehouseman Class 3, and drives pick-up truck to pick up parts and materials as required for the field warehouse.

When the Field Warehouse Pick-Up Man is required to order parts or carry out the functions of a Warehouseman Class 2 they shall be paid the Class 2 wage rate.

(f) **Warehouseman - Class 4 (Helper)**

Assigned to assist the warehouseman; to learn the basic fundamentals of warehousing; to assist in the unloading of warehouse material which they shall check and to keep the warehouse and yard in a clean and proper condition as directed by a warehouseman.

CLAUSE XXV - ENABLING

1. In a joint effort to assist the Employer signatory to this Agreement, the Union and the Contractor agree that, as in the past, they shall use their best endeavours to obtain work coming under the Lower Mainland Road Building Utility Agreement. This end shall be met by utilizing the "enabling clause" where in the opinion of all parties it is mutually beneficial.
2. Any modifications made to the collective agreement with any Employer signatory to or working under this collective agreement shall be made available to all Employers signatory to this Agreement for that particular project, type of work, specific area or for a specific time period.
3. Letters of Understanding will not be withheld from any Employer signatory to this Agreement irrespective of any dispute or misunderstanding that may exist between an Employer signatory to this Agreement and Teamsters Local Union No. 213.
4. Any dispute or difference arising out of the operation or application of this Clause or any Letter of Understanding resulting from the enabling clause shall be referred to the negotiating committees of the Employers and Teamsters Local Union No. 213.
5. On those projects where a developer or owner has predetermined in the tender document that if the collective agreement contains an affiliation clause then such clause must be "waived". In these instances the Company shall contact the Tri-Pac Unions to discuss the matter in order to determine if such clause shall be waived.
6. The Union commits to provide serious consideration when the Employer requests the enablement for Dependent Contractors/Owner Operators.

CLAUSE XXVI - YUKON TERRITORY

It is agreed and understood that the signatory Company shall apply all of the terms of the Teamsters 213 Lower Mainland Road Building Utility Agreement to all work performed in the Yukon Territory.

It is further understood that the wage rate payable shall be the greater of those set out in the Collective Agreement or the applicable Fair Wage legislation in the Yukon.

CLAUSE XXVII - CAMP RULES AND REGULATIONS

It is agreed that the provisions of the B.C.Y.T. and Construction Industry Labour Relations Camp Rules and Regulations will be applicable to all Road Building Camps.

CLAUSE XXVIII - APPRENTICESHIP RATES OF PAY

Apprenticeship rates of pay shall be discussed between the various employers and training plan representatives.

CLAUSE XXIX - FIRST AID

When an employee is required to have a First Aid Certificate the following rates of pay shall be added to the employee's hourly rate of pay:

Level 3 - \$0.65

Level 2 - \$0.55 (with transportation endorsement)

Level 1 - \$0.45

(Clause applicable to Dependent Contractors.)

CLAUSE XXX - INCLUSION AND DIVERSITY

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, in the provisions of this Agreement, shall be considered to apply to all employees equally. All pronoun references in this agreement, e.g. he, his, they, theirs, shall be deemed to include all genders.

The Parties recognize the markets in which these businesses operate are multicultural and gender diverse. Therefore, the Parties are committed to ensuring an inclusive and non-discriminatory work environment.

SCHEDULE TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS BENEFIT PLANS

	Mar 1, 2019	Mar 1, 2023	Mar 1, 2024
Pension	\$3.81	\$3.91	\$4.01
Health & Welfare	\$3.15	\$3.15	\$3.15
Training & Upgrading	\$0.24	\$0.24	\$0.24
Teamsters Advancement Fund	\$0.13	\$0.13	\$0.13
Teamsters Advancement Fund Owner/Operators/Dependent Contractors	\$0.02 (per tonne hour)	\$0.02 (per tonne hour)	\$0.02 (per tonne hour)
Union Dues Check Off	\$0.60	\$0.60	\$0.60
Rehabilitation Fund	\$0.02	\$0.02	\$0.02
Teamsters Owner/Operators Building, Recreational and Legal Fund	\$0.07	\$0.07	\$0.07

TOTAL EMPLOYER REMITTANCES INCLUDING EMPLOYEE DEDUCTIONS

Plus Owner/Operator/Dependent Contractor amounts that are applicable.

*All rates and dates to be effective as referred to Date of Ratification.

SCHEDULE "A" - HOT MIX RATES

	CLASSIFICATION	MAR. 1/22	MAR. 1/23	MAR. 1/24
1	Dispatcher	\$39.68	\$40.89	\$42.02
2	Rock Truck and similar equipment all makes up to 30 yards	\$40.30	\$41.53	\$42.68
3	Over 30 yards	\$40.44	\$41.67	\$42.82
4	Bottom Dumps all makes, Trailers and semi-trailers dumps less than 45 yards (add 20¢ for each additional 20 yards)	\$45.32	\$46.69	\$47.99
5	Logging Trucks	\$44.43	\$45.78	\$47.05
6	Lumber Stackers, Carriers, Forklifts, Cranemobiles and similar equipment	\$40.24	\$41.46	\$42.61
7	Straddle Carriers	\$40.47	\$41.70	\$42.86
8	Straddle Carriers if equipped with crane	\$39.48	\$40.69	\$41.82
9	Load Luger and similar equipment under 3 tons	\$40.08	\$41.30	\$42.45
10	3 tons and over	\$40.24	\$41.46	\$42.61
11	Transit Mixers up to 5 yards and all other vehicles when hauling concrete shall be paid a minimum of this rate, or the rate of the equipment used if higher than this	\$39.91	\$41.12	\$42.26
12	Transit Mixer over 5 yards	\$40.19	\$41.41	\$42.56
13	Mobile Mix Trucks up to 5 yards	\$40.35	\$41.58	\$42.74
14	Mobile Mix Trucks 5 yards and over	\$40.59	\$41.83	\$42.99
15	Dumptors (Mules)	\$39.87	\$41.08	\$42.22
16	End Dump Trucks (measured capacity of dump but including side boards, if less than 8 yards)	\$39.66	\$40.87	\$42.00
17	8 yards - less than 12 yards	\$40.11	\$41.33	\$42.47
18	12 yards - less than 24 yards (add 10¢ for each additional 12 yards capacity)	\$40.35	\$41.58	\$42.74
19	End Dump trucks equipped with side winders - add 10¢ per hour	\$40.56	\$41.79	\$42.95
20	All Semi-Trailer, Pole Trailers	\$39.87	\$41.08	\$42.22
21	When equipped with Hiab or Swedish type crane	\$40.03	\$41.25	\$42.40
22	(a) Tilt Trailer - Small - add 20¢ per hour	\$40.45	\$41.68	\$42.83
23	Pup, Transfer or Slider Trailer - Sixty (60¢) per hour Lowbeds	\$40.93	\$42.18	\$43.35
24	Asphalt Spray Trucks	\$39.90	\$41.11	\$42.25
25	Asphalt Spray Trucks, Semi-Trailers	\$40.20	\$41.42	\$42.57
26	Manhaul, Crummie, Bus and all equipment transporting personnel (requires Class 2 License with air endorsement)	\$39.52	\$40.72	\$41.85
27	Small forklifts and similar equipment used in the warehouse	\$39.39	\$40.59	\$41.72
28	Fuel trucks up to 2,000 gallons	\$39.43	\$40.63	\$41.76
29	2,000 gallons up to 4,000 gallons	\$39.58	\$40.78	\$41.91
30	4,000 gallons and over (does not include semis or trailers)	\$39.74	\$40.95	\$42.09

SCHEDULE "A" – HOT MIX RATES (CONT'D)

31	Water trucks up to 2,000 gallons	\$39.35	\$40.55	\$41.67
32	2,000 gallons up to 4,000 gallons	\$39.52	\$40.72	\$41.85
33	4,000 gallons and over (does not include semis and trailers) Converted equipment rate or the converted unit rate, whichever is the greater	\$39.67	\$40.88	\$42.01
34	Flat Deck Trucks under 4 tons	\$39.35	\$40.55	\$41.67
35	4 tons up to 10 tons	\$39.52	\$40.72	\$41.85
36	10 tons and over	\$39.67	\$40.88	\$42.01
37	Equipped with winch add 10¢ ("A" Framer and Swedish type crane, trucks Hiab, etc.)	\$39.82	\$41.03	\$42.17
38	Pick-up and Panel Trucks and Pilot Cars and similar equipment	\$38.81	\$39.99	\$41.10
39	Power Wagon	\$39.44	\$40.64	\$41.77
40	Power Wagons with winch	\$39.58	\$40.78	\$41.91
41	Service Truck Driver	\$40.06	\$41.28	\$42.43
42	Nodwell, Bombardiers and similar equipment	\$40.14	\$41.36	\$42.51
43	Farm type tractor	\$39.29	\$40.48	\$41.61
44	Scootcrete and similar equipment	\$40.09	\$41.31	\$42.46
45	Warehouseman Class 1	\$40.64	\$41.88	\$43.04
46	Warehouseman Class 2	\$40.32	\$41.55	\$42.70
47	Warehouseman Class 3	\$39.69	\$40.90	\$42.03
48	Warehouseman Class 4	\$38.61	\$39.79	\$40.89
49	Field Warehouse Pick-Up Man	\$39.68	\$40.89	\$42.02
50	When required to do Class 2 warehouse duties	\$39.34	\$40.54	\$41.66

SCHEDULE "B" - OWNER/OPERATORS DEPENDENT CONTRACTORS

1. OWNER/OPERATORS DEPENDENT CONTRACTORS

An Owner/Operator or Dependent Contractor is a person who owns and operates their own truck or as defined by the *Industrial Relations Act* and for the purpose of this Agreement they are one and the same.

- (i) The terms and conditions of the Standard Teamsters 213 Transportation Infrastructure Group of Companies (TIG) Agreement as applicable to Owner/Operators and Dependent Contractors are shown under the appropriate clauses of the main Agreement.
- (ii) The terms and conditions set out hereunder in this Schedule "B" are the entire agreement for monetary payments and benefits for Owner/Operators and Dependent Contractors.
- (iii) Dependent Contractors must be members in good standing of the Union and be required to supply proof of membership upon being hired. Proof of membership shall be a Union clearance. The Employer shall obtain clearance by telephone, email, fax or in writing from the Union Dispatch Office.
- (iv) **Dispatch**
It is agreed and understood that, prior to the Teamsters Union Local 213 introducing a Dispatch System for Owner/Operators/Dependent Contractors, the Union and the Hot Mix Association's Negotiating Committees shall meet to examine the Rules and Regulations governing the Dispatch System. After the Union has developed a Dispatch System, upon 60 days' notice, all Employers shall hire all Owner/Operators/Dependent Contractors through the Dispatch System.
- (v) **Method of Payment of Contributions and Deductions**
The contributions referred to in Clause VIII (a) Training and Upgrading and Clause VIII (c) Teamsters Advancement Fund and the deductions referred to in Clause XVIII (a) Dues Supplement and (b) Teamsters Local Union 213 Owner/Operator, Building, Recreational and Legal Fund.

- (a) **Training and Upgrading**
Effective March 1st, 1990, the Employer shall make contributions at the rate of twenty-four cents (24¢) per hour for which wages are payable hereunder for each employee and Owner/Operator/Dependent Contractor.

When the Owner/Operators/Dependent Contractors are working on a Flat Rate or Ton Mile Rate the Employer shall make contributions at the rate of two dollars and forty cents (\$2.40) per day. Such contributions shall be submitted to the Teamsters Local Union 213 Training and Upgrading Programme and payable by the fifteenth (15th) day of the month following that to which they refer in accordance with Clause XVIII.

(b) **Advancement Fund (Owner/Operator Dependent Contractor)**

Effective March 1st, 1990, the Employer shall make contributions at the rate of two cents (2¢) per ton hour for which wages are payable hereunder for each Owner/Operator/Dependent Contractor covered by this Agreement.

e.g.	15 tons = 30¢ per ton/hour	34 tons = 68¢ per ton/hour
	16 tons = 32¢ per ton/hour	35 tons = 70¢ per ton/hour

When Owner/Operators/Dependent Contractors are working on a Flat Rate or Ton Mile Rate, the Employer shall make contributions at the rate of their net load.

e.g.	15 tons = \$3.00 per day	34 tons = \$6.80 per day
	16 tons = \$3.20 per day	35 tons = \$7.00 per day

Contributions shall be submitted to the Union by the fifteenth (15th) day of the month following that to which they refer in accordance with Clause XVIII.

(Clause applicable to Owner/Operators/Dependent Contractors.)

(c) **Dues Supplement**

Effective March 1st, 2009, sixty cents (60¢) per hour dues supplement shall be deducted from each employee and/or Owner/Operator/Dependent Contractor, covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. Owner/Operators/Dependent Contractors shall be deducted six dollars (\$6.00) per day when working on a Flat rate or Ton mile rate.

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

Should the Union, during the term of this Agreement, request a change in the hourly rate of the dues supplement, the altered rate shall be deducted and remitted as above.

The Employer shall be given sixty (60) days' notice in writing of the change in the amount of deductions to be made.

(Clause applicable to Dependent Contractors.)

(d) **Teamster Local Union 213 Owner/Operator Building, Recreational & Legal Fund**

The Employer shall deduct from the Owner/Operator/Dependent Contractor's wages at the rate of seven cents (7¢) per hour for which wages are payable hereunder (however, this shall not be compounded on overtime) for each Owner/Operator/Dependent Contractor covered by this Agreement to the Teamsters Local 213 Owner/Operator, Building, Recreational and Legal Fund and payable by the fifteenth (15th) day of the month following that to which they refer.

(Clause applicable to Dependent Contractors.)

The foregoing is itemized on the monthly summary and the cheque made payable to Teamsters (Local 213) Distribution Fund, which is sent to Teamsters Local 213 Members Benefit Plans, 490 E. Broadway, Vancouver, BC V5T 1X3. These contributions and deductions are due not later than the fifteenth (15th) day of the month following that to which they refer.

If, within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to a delinquency charge of two percent (2%) per month of the total amounts of the unpaid Trust Fund in arrears and will attach to those unpaid Trust Funds and become due and payable as damages to cover costs of collections and loss of earnings suffered by the Trust.

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

2. It is agreed that this is an interpretation of changes from Imperial to Metric conversion.

RATES BASED ON LEGAL LOAD (GVW - TARE = LEGAL LOAD) - All additional tonnage to be paid at the appropriate rate.

For Cities, Towns & Villages

On all jobs situated within eighty (80) kilometres (fifty (50) road miles) of the centre of any city, town or village such Owner/Operators/Dependent Contractors who are residents of said city, town or village, shall be paid the established area rates.

If legislation makes changes to the legal load limits of trucks or truck and trailer units, the Employers and Union will provide members to a committee that will address rate adjustments to deal with such legislation.

The Parties hereby agree for gravel and utility related work that the Utility Agreement truck rates shall apply.

- All hot mix asphalt paving to be paid at T.I.G. applicable rates
- Grinding and Milling Haul will be paid at the applicable Utility Agreement truck rates
- (i) For the Lower Mainland and Fraser Valley (Hope on the East, Vancouver on the West, the U.S. Border on the South, to Squamish on the North, inclusive) the established area rates are as follows:

***All rates to be effective as referred to in Memorandum of Agreement signed by the Employer and the Union.**

Rates for **Owner/ Operators** hired through **Truck Supplier/Sub-Contractor** are as follows;

	Effective March 1/22	Effective March 1/23	Effective March 1/24
Tandems (Asphalt) per Tonne Hour	\$7.13	\$7.31	\$7.42
Minimum rate Legal load	\$99.88/hour	\$102.37/hour	\$103.91/hour

Except for paving the Tandem rate will be as negotiated by the T.U.G. Group of Contractors.

	Effective March 1/22	Effective March 1/23	Effective March 1/24
Tandem & Pony (Asphalt) per Tonne Hour	\$4.76	\$4.88	\$4.95
Minimum rate Legal load	\$123.82/hour	\$126.92/hour	\$128.82/hour

Except for paving the Pony rate will be as per the rates negotiated by the T.U.G. Group of Contractors

	Effective March 1/22	Effective March 1/23	Effective March 1/24
Tandem & 3 Axle Trailer Per Tonne Hour	\$4.18	\$4.28	\$4.36
Minimum rate Legal Load	\$137.81/hour	\$141.26/hour	\$143.38/hour
Tandem & 4 Axle Trailer Per Tonne Hour	\$4.19	\$4.30	\$4.36
Minimum rate Legal Load	\$163.58/hour	\$167.67/hour	\$170.19/hour
Tandem/Tandem Per Tonne Hour	\$5.78	\$5.93	\$6.02
Minimum rate Legal Load	\$104.12/hour	\$106.72/hour	\$108.32/hour
Tandem/Tandem & Pony Per Tonne Hour	\$4.78	\$4.90	\$4.97
Minimum rate Legal Load	\$138.51/hour	\$141.97/hour	\$144.10/hour
Tridem Per Tonne Hour	\$6.04	\$6.19	\$6.29
Minimum rate Legal Load	\$108.76/hour	\$111.48/hour	\$113.15/hour
Tridem & Tridem Per Tonne Hour	\$4.29	\$4.40	\$4.47
Minimum rate Legal Load	\$150.23/hour	\$154.00/hour	\$156.31/hour

The Parties hereby agree for gravel and utility related work that the Utility Agreement truck rates shall apply.

	Effective March 1/22	Effective March 1/23	Effective March 1/24
Moving Truck Rates	\$116.54/hour	\$119.47/hour	\$121.26/hour

These rates are to be maintained for the duration of this agreement. Other combinations to be negotiated prior to use.

Owner/Operators hired **direct** will be as follows:

	Effective March 1/22	Effective March 1/23	Effective March 1/24
Tandem (Asphalt) Per Tonne Hour	\$6.99	\$7.17	\$7.42
Minimum rate Legal Load	\$97.88/hour	\$100.33/hour	\$101.83/hour
Tandem & Pony (Asphalt) Per Tonne Hour	\$4.67	\$4.78	\$4.86
Minimum rate Legal Load	\$121.34/hour	\$124.37/hour	\$126.24/hour
Tandem & 3 Axle Trailer (Asphalt) Per Tonne Hour	\$4.09	\$4.19	\$4.26
Minimum rate Legal Load	\$135.05/hour	\$138.43/hour	\$140.51/hour
Tandem & 4 Axle Trailer (Asphalt) Per Tonne Hour	\$4.11	\$4.21	\$4.28
Minimum rate Legal Load	\$160.31/hour	\$164.32/hour	\$166.78/hour
Tandem/Tandem Per Tonne Hour	\$5.67	\$5.81	\$5.90
Minimum rate Legal Load	\$102.04/hour	\$104.59/hour	\$106.16/hour
Tandem & Tandem Pony Per Tonne Hour	\$4.68	\$4.80	\$4.87
Minimum rate Legal Load	\$135.74/hour	\$139.13/hour	\$141.22/hour
Tridem Per Tonne Hour	\$5.92	\$6.07	\$6.16
Minimum rate Legal Load	\$106.59/hour	\$109.25/hour	\$110.89/hour
Tridem & Tridem Per Tonne Hour	\$4.21	\$4.31	\$4.38
Minimum rate Legal Load	\$147.23/hour	\$150.91/hour	\$153.17/hour

The Parties hereby agree for gravel and utility related work that the Utility Agreement truck rates shall apply.

	Effective March 1/22	Effective March 1/23	Effective March 1/24
Moving Truck Rates	\$114.22/hour	\$117.08/hour	\$118.84/hour

These rates are to be maintained for the duration of this agreement. Other combinations to be negotiated prior to use.

Dependant Contractor rates will be as follows:

	Effective March 1/22	Effective March 1/23	Effective March 1/24
Tandems (Asphalt) per Tonne Hour	\$7.43	\$7.61	\$7.73
Minimum rate Legal load	\$103.98/hour	\$106.58/hour	\$108.18/hour
Tandem & Pony (Asphalt) per Tonne Hour	\$4.92	\$5.04	\$5.12
Minimum rate Legal Load	\$127.92/hour	\$131.12/hour	\$133.09/hour
Tandem & 3 Axle Trailer (Asphalt) Per Tonne Hour	\$4.30	\$4.41	\$4.47
Minimum rate Legal Load	\$141.91/hour	\$145.46/hour	\$147.64/hour
Tandem & 4 Axle Trailer (Asphalt) Per Tonne Hour	\$4.30	\$4.41	\$4.47
Minimum rate Legal Load	\$167.68/hour	\$171.87/hour	\$174.45/hour
Tandem/Tandem Per Tonne Hour	\$6.01	\$6.16	\$6.26
Minimum rate Legal Load	\$108.22/hour	\$110.93/hour	\$112.59/hour
Tandem/Tandem & Pony Per Tonne Hour	\$4.92	\$5.04	\$5.12
Minimum rate Legal Load	\$142.61/hour	\$146.18/hour	\$148.37/hour
Tridem Per Tonne Hour	\$6.27	\$6.43	\$6.52
Minimum rate Legal Load	\$112.86/hour	\$115.68/hour	\$117.42/hour
Tridem & Tridem Per Tonne Hour	\$4.41	\$4.52	\$4.59
Minimum rate Legal Load	\$154.33/hour	\$158.19/hour	\$160.56/hour

The Parties hereby agree for gravel and utility related work that the Utility Agreement truck rates shall apply.

	Effective March 1/22	Effective March 1/23	Effective March 1/24
Moving Truck Rates	\$120.64/hour	\$123.66/hour	\$125.51/hour

These rates are to be maintained for the duration of this agreement. Other combinations to be negotiated prior to use.

Equipment movers have the right to refuse to work after twelve (12) hours per day or seventy (70) hours per week.

All hauling includes return to plant at applicable rates, or as mutually agreed.

(ii) **Low Production Rate**

Where loading and/or unloading time exceeds twenty (20) minutes per load on asphalt patching, curb and gutter, sidewalk, sewer excavation, and cleanup work, the rates for tandem and single axle trucks shall be reduced by ten percent (10%).

The Dependent Contractor and Teamsters Local Union No. 213 must be advised and agree on this rate for work under this provision.

(iii) **Two-way Hauling**

The Hot Mix Group of Companies will pay the same rates of pay that the T.U.G. Group of Companies negotiate for two-way hauling.

(iv) **Tandems Pulling Company Owned Trailers**

(a) When pulling a Company owned trailer the legal load rate of the combination unit will be reduced by fifteen percent (15%).

i.e. 26 metric tonnes
2006 rates \$97.25 less 15% = \$82.66

(b) In the event a contractor does not have a piece of equipment available which is suitable to do the work, and providing a Company employee does not lose work as a result, an Owner/Operator/Dependent Contractor may be employed to pull Company owned tilt trailer.

(v) **Tolls**

Employer shall pay all Highway and Bridge Tolls incurred for work purposes.

(vi) **Tendered Work**

For work tendered before January 1, 2006, the rate will apply on July 1, 2006. For work tendered after January 1, 2006, the rate will apply March 1, 2006.

(vii) **Gravel Haul**

All gravel haul to be paid at TUG rates.

(viii) Dependent Contractors have first choice of higher revenue work.

3. **OUT OF TOWN PROJECTS**

Where an Owner/Operator/Dependent Contractor is hired by the Contractor and travels to a project or job more than eighty (80) kms (fifty (50) road miles) from the centre of any city, town or village in which the Owner/Operator/Dependent Contractor resides, or travels from their previous job location to a project or job the following shall apply:

(i) **Travel Allowance**

He shall be paid thirty-one cents (31¢) per kilometre (fifty cents (50¢) per mile) for each km or mile travelled to the project only. In order to qualify for the above, the Owner/Operator/Dependent Contractor must remain on the job or project for fifteen (15) calendar days. However, in the event the Owner/Operator/Dependent Contractor is laid off for lack of work when having been on the job less than fifteen (15) days, the Travel

Allowance to the project shall be paid. If the Contractor fails to provide work and requires an Owner/Operator/Dependent Contractor to stand-by for more than two (2) consecutive days, the Owner/Operator/Dependent Contractor, at their option, shall be deemed to have been laid off.

(ii) **Room and Board**

On jobs outside the eighty (80) kilometres (fifty (50) mile) limits as defined above where a contractor provides camp facilities, room and board will be provided to the Owner/Operator/Dependent Contractor at no cost including overtime meals when necessary.

(iii) **Out of Town Allowance**

Where camp facilities are not provided, an allowance of forty-five dollars (\$45.00) for each day worked will be paid in addition to the amounts outlined in (2) above.

This additional allowance is to supplement mobilization, fuel costs, room and board, and such other expenses incurred.

If the Owner/Operator/Dependent Contractor is available for work on a normal work day and no work is supplied by the Employer they shall receive the above allowance.

When the Employer does not schedule work on Saturday and the Owner/Operator/Dependent Contractor is available for work, they shall receive the above allowance.

4. **FLAT RATE & TON MILE RATE**

The right is reserved to negotiate a rock haul rate, a ton mile rate or a load rate where no scales are available, providing the rate is not less than the legal load rate.

When an Owner/Operator/Dependent Contractor works on a project their average haul rate shall not be less than their hourly rate as contained in the Agreement and based on the following formula. On jobs less than 45 days the average will be taken for the duration of the project. On jobs more than 45 days duration, an averaging will be done in each calendar month, at no cost to the Owner/Operator/Dependent Contractor or the Union. If there is a shortage, it is to be adjusted by the fifteenth (15th) day following the month worked; this adjustment shall be paid on a separate cheque. A Union representative shall be present at these negotiations. However if a representative is not available, the rates established shall be submitted to the Union within five (5) working days.

5. **OVERTIME**

Eight dollars (\$8.00) per hour shall be paid for each hour worked in excess of eight (8) hours per shift and each hour worked on Saturdays, Sundays and General Holidays.

6. **CALL-OUT/STAND-BY**

When an Owner/Operator/Dependent Contractor reports for work as instructed and no work is provided, they shall receive two (2) hours' pay. A minimum of two (2) hours' notice before cancellation of work shall be given; if the notice is less than two (2) hours, the Owner Operator/Dependent Contractor shall receive two (2) hours' pay as above.

When an Owner Operator/Dependent Contractor reports and work commences, they shall receive a minimum of four (4) hours' pay.

Effective March 1, 2023, when an Owner Operator/Dependent Contractor reports and work commences from 7:00pm – 4:59am, they shall receive a minimum of six (6) hours' pay.

In circumstances beyond the Employer's control, an Owner/Operator Dependent Contractor who reports as instructed and no work is provided, they shall receive two (2) hours' pay or pay for the hours actually worked.

7. WORKING CONDITIONS

Owner/Operators/Dependent Contractors will be allowed two (2) breaks per shift of ten (10) minutes each in the same manner as employees with no deductions taken for such time.

8. JOB STEWARD

Where there is no Teamster Job Steward on a project in the employ of the Contractor, an Owner/Operator/Dependent Contractor may be appointed as Job Steward by the Business Representative and such Job Steward shall be recognized and shall not be discriminated against. The Employer shall be notified in writing as to the name of the Steward. In the event of a lay off or reduction in the work force, the Job Steward shall be given preference of continued employment. Should the type of equipment or ability of the Owner/Operator/Dependent Contractor be such that the preference of continued employment cannot be given and the Job Steward must be laid off, then the Business Representative must be notified of the reasons for lay off within twenty-four (24) hours.

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.

Grievances concerning the discharge of Job Stewards may be submitted and are subject to the provisions of Clause XIV of the Agreement.

9. FOREMAN

Where it is agreed between the Employer and the Business Agent of the Local Union because of specific conditions existing on a job or project that no Teamster Foreman is required under the provisions of Clause XXII, a Working Foreman may be required. When an Owner/Operator/Dependent Contractor is designated as a Working Foreman, their all found rate shall be increased by the appropriate Foreman's increase.

10. SAFETY

Each Owner/Operator/Dependent Contractor shall as a condition of employment be registered with the Workers' Compensation Board of B.C., either as an employer or as an independent operator and shall furnish proof of good standing with the Board with respect to current assessments. Each Owner/Operator/Dependent Contractor shall be responsible for the safe operating condition of their equipment.

11. HOLD BACK

The Contractor may hold back an amount not to exceed five percent (5%) of the gross amount earned by the Owner/Operator/Dependent Contractor in the first sixty (60) days of employment.

Upon completion of employment, satisfactory proof must be furnished to the Contractor that all indebtedness and/or obligations incurred by the Owner/Operator/Dependent Contractor in connection with the project on which they are engaged have been discharged.

Such holdback will be paid within twenty (20) days of the required proof being given. (Association to provide format of form for reimbursement.)

12. METHOD OF PAYMENT

Payment for work carried out each month shall be made by the last day of the following month.

Upon request, the Owner/Operator/Dependent Contractor shall be entitled to an advance payable by the end of the first month of hire. This advance shall be in the amount of seventy percent (70%) of the value of work carried out between the date of hire and the thirtieth (30th) of the month.

These advances shall be deducted from the month end payments.

In the event that the Owner/Operator/Dependent Contractor has not received payment for the previous month's billing as described above, interest of one and one-half percent (1½%) per month shall be applied to the overdue amounts.

13. DUES SUPPLEMENT

Dues Supplement shall be deducted in accordance with Clause XVII Dues Supplement of the Agreement.

14. DAILY TIME REPORTS

These reports will be submitted to the Contractor on the Standard Teamster report form or on a comparable form supplied by the Contractor.

15. TIMELY PAYMENT

Timely payment for work carried out each month is essential. Delinquency and continued failure to pay wages shall be dealt with as follows:

- (i) The Union will advise the Employer in writing of any delinquency.
- (ii) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union shall request a meeting with the representative of the sub-contractor, prime contractor and/or C.L.R.A. representative to provide for payment of wages and benefits within an additional forty-eight (48) hours.
- (iii) Should the matter not be resolved at the above mentioned meetings, 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.

16. FUEL CLAUSE

Benchmark Price: one dollar and forty cents (\$1.40)/Litre

Price Measured: (United Boulevard Coquitlam Chevron Delivered Price on 1st of the Month + United Boulevard Coquitlam Chevron Delivered Price on the last day of the month) /2

For each two cents (2¢) that the Price Measure surpasses one dollar and forty cents (\$1.40) the following charges will apply to the trucking rates for Owner/Operators/Dependent Contractors:

- \$0.50 per hour increase in the Tandem & 4 Axle Trailer Rate
- \$0.46 per hour increase in the Tridem/Tridem Rate
- \$0.42 per hour increase in the Tandem & 3 Axle Trailer Rate
- \$0.37 per hour increase in the Tandem & Pony Rate
- \$0.37 per hour increase in the Moving Truck Rate
- \$0.22 per hour increase in the Tridem Rate
- \$0.20 per hour increase in the Tandem Rate
- \$0.37 per hour increase in the End Dump Rate

The Union and the Companies agree to meet to discuss the change of the fuel escalation clause to reflect base price based on posted rack pricing including applicable taxes. The current fuel escalation will continue until the parties mutually agree to make a change. There will be two (2) shop stewards in attendance at any one meeting.

Notes: Trucking rates will be reviewed at the beginning of each month using the prices for the preceding month to calculate the Price Measure. The new rates will take effect the following month. Once the rates have been changed, that change will remain in effect until at least the beginning of the next month when the rates are scheduled to be reviewed again (ie: there will be no rate changes part-way through a month).

DATED at B.C. this day of 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

SCHEDULE "C" OWNER/OPERATORS & DEPENDENT CONTRACTORS DISPATCH LIST

The Employer shall not contract out bargaining work or engage Owner/Operators to perform bargaining unit work unless all employees in the bargaining unit are working.

1. (A) The following is the dispatch list in order of call out, for (1) 28371 Huntington Road, Aldergrove, British Columbia and (2) Highway 9 – Agassiz Bridge, Rosedale, British Columbia.

1. Wally Falk (moving truck)
2. Dennis Draney
3. Ed Krahn
4. Bruce Mutch
5. Don Krahn
6. Norm Mutch
7. Dean Falk
8. Brad Khan

- (B) The following is the dispatch list in order of call out, for the Port Mann Plant and the Mitchell Island Plant.

1. Doug Boyd
2. Steve Williamson
3. Sadhu Uppal
4. Shindy Sahota
5. Keith Hovey
6. Ken Richter
7. Makhtiar Gill
8. Amarjit Khangura
9. Darryl Blair Kiesenwetter

The Aldergrove Dependent Contractor list shall be recognized as the bargaining unit for any new or relocated asphalt plants or gravel pits in the Fraser Valley north or south of the Fraser River from the eastern boundaries of Port Coquitlam, Surrey and White Rock to Hope.

2. On Ministry of Transportation and Highways' paving contracts, the Company will be able to negotiate trucking rates on a tonne mile basis with Teamsters Local Union No. 213.
3. It is understood that when Tandems are needed, Keith Hovey will be called out not later than seventh for the work for work from the Port Mann or Mitchell Island Plants.
4. The above order of dispatch for both lists will only be followed if the Owner/Operator/Dependent Contractor has the right equipment for the job.
5. When all Owner Operator/Dependent Contractors on either list are working, Owner/Operator/Dependent Contractor's on the other dispatch list that are not working will be given the opportunity to work before any other Owner/Operator or subcontractor.

6. The Port Mann, Mitchell Island Dependent Contractor list shall be recognized as the bargaining unit for any new or relocated asphalt plants or gravel pits north or south of the Fraser River from the eastern boundaries of Port Coquitlam, Surrey and White Rock, west to Squamish.

DATED at _____ B.C. this _____ day of _____ 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF CLARIFICATION

BETWEEN: B.C. ROAD BUILDERS ASSOCIATION

AND: TEAMSTERS LOCAL UNION

RE: ROAD BUILDING AGREEMENT

EFFECTIVE MARCH 1, 1979

OWNER/OPERATORS

An Owner/Operator is a person who owns and operates their own dump truck and ancillary equipment as described in Schedule "B" Dependent Contractors of the 1979/81 B.C. Road Builders Agreement, and works for a non-member Company that has not had its certification varied under Section 48 of the Labour Code of B.C.

DEPENDENT CONTRACTORS

A Dependent Contractor is a person who owns and operates their own dump truck as described in Schedule "B" Dependent Contractors of the 1979/81 B.C. Road Builders Agreement, and working for a member Company or a Company that has had its certification varied under Section 48 of the Labour Code of B.C.

APPLICATION

It is understood that the building of concrete structures such as tunnels, elevated freeways, bridges, overpasses, and snow sheds is not within the definition of Clause III (a) of the B.C. Road Building Agreement. The asphalt paving on these structures shall be within the definition of work in Clause III (a) of the B.C. Road Building Agreement.

DYKES

Dykes which are constructed or re-constructed to control rivers. This does not include earth or rock fill break-waters constructed by land haul or water.

Where dredges are required they will be operated under the provisions of the applicable Dredging Agreements.

MINE STRIPPING

Removing of overburden on ore bodies and access roads between ore deposits or haul roads for the quarry.

CONCRETE CURB & GUTTER

It is understood and agreed that when curb and gutter work is being performed by the forces of the contractor who is doing the paving contract, the B.C. Road Builders Agreement shall apply.

It is understood and agreed that when curb and gutter work is being performed by separate forces, i.e. by separate contract or sub-contract, the C.L.R.A. Agreement shall apply.

SECTION 5

It is agreed and understood that in respect to the delayed transportation clause, the payment for accommodation and meals is not applicable to "Local Residents".

PROJECTS IN ISOLATED AREAS

It is agreed that for projects which are located in isolated areas, a Pre-Job Conference will be held between the parties signatory to the Road Builders Agreement.

Purpose of the Pre-Job Conference will be to make provision for allowing rotation of personnel working on the project; to determine payment of transportation costs and time limits for payment by the Employer.

CHRISTMAS HOLIDAY SEASON

Road Builders who intend to discontinue operation during the Christmas Holiday Season may avoid the payment of transportation and travel time for the men out of camp prior to Christmas and back after Christmas if:

- (a) Mutual agreement is reached between the employee and the Employer that they wish to take a holiday at this time;
- (b) The employee is re-employed immediately after the agreed upon holiday period (e.g. after New Year);
- (c) Any employee who does not wish to leave for a Christmas holiday is maintained in camp or given comparable room and board.

Otherwise the contractor is liable for transportation and travel time payments in accordance with Clause VII (a) of the Collective Agreement.

It is agreed and understood with reference to Clause XIII (b) a Local Resident is not entitled to room and board.

It is agreed and understood that an employee will not be required to vacate their room during week end check out.

DATED at B.C. this day of 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 1

BETWEEN: LAFARGE GVA CONSTRUCTION
2300 Rogers Avenue
Coquitlam, BC V3K 1K5

(hereinafter referred to as "the Employer")

AND: TEAMSTERS LOCAL UNION NO. 213,
of the International Brotherhood of Teamsters

(hereinafter referred to as "the Union")

The intent of this Letter of Understanding is to conclude negotiations between the Employer and the Union for those members covered under Schedule "B", Owner Operators/Dependent Contractors, and Schedule "C". Subject to prior mutual agreement to extend this LOU, this LOU will expire thirty days prior to the end of the Collective Agreement.

This Letter of Understanding (LOU) is to be considered a part of the MOA reached June 26, 2019 between the Employers and Union. Should a third party determine that this LOU unnecessarily violates an Employee's rights or either of the two parties determines that it will not renew the LOU, the status and rights of all parties will revert to those status and rights that were present one second prior to ratification. Any rights or tenure gained under this LOU will become null and void.

The Dependent Contractor (DC) list shall be frozen upon ratification of this LOU. Any DC who own up to three trucks and are grandfathered on the list at the date of the ratification of this LOU, will continue to be recognized as a DC.

A Dependent Contractor is any person who satisfies the definition of dependent contractor in the Labour Relations Code RSBC 1996, c244, and derives greater than 80% of their income from the Employer. A dependent contractor may own a second truck which is operated by a hired driver, which cannot claim dependency.

Schedule "C"

- The employer and Union agree to maintain Dependent Contractor list to the following number:
 - Lafarge GVA Construction 9
- Active Dependent Contractors may be higher in number which will result in the union not adding any Owner Operator until the removal of any DC will bring the total below the specified number.
- Active Dependent Contractors may be lower in number on the list will be considered vacancies and will be filled by following the vacancy procedure below. Any vacancies occurring on the list must be filled, notwithstanding any minimum requirements for dependent contractor status, including policy of the Labour Relations Board.

- When a vacancy occurs on this list, the Union and Employer must meet within thirty (30) days to determine a replacement for the vacant position. If the parties cannot agree on a replacement after three (3) endeavors then the matter will proceed to arbitration.

DATED at _____ B.C. this _____ day of _____ 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 2

BETWEEN: LAFARGE GVA CONSTRUCTION

2300 Rogers Avenue
Coquitlam, BC V3K 1K5

(hereinafter referred to as "the Employer")

AND: TEAMSTERS LOCAL UNION NO. 213,
of the International Brotherhood of Teamsters

(hereinafter referred to as "the Union")

Clarification of the "Enabling" process by creation of a joint committee of Union and Employer representatives to better address the disadvantages of the Union Contractors

DATED at _____ B.C. this _____ day of _____ 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 3

BETWEEN: LAFARGE GVA CONSTRUCTION

2300 Rogers Avenue
Coquitlam, BC V3K 1K5

(hereinafter referred to as "the Employer")

AND: TEAMSTERS LOCAL UNION NO. 213,
of the International Brotherhood of Teamsters

(hereinafter referred to as "the Union")

The Parties agree to try to bring parity to the T.I.G. and T.U.G. agreements into a common Road Builders Agreement.

DATED at _____ B.C. this _____ day of _____ 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 4

BETWEEN: LAFARGE GVA CONSTRUCTION

2300 Rogers Avenue
Coquitlam, BC V3K 1K5

(hereinafter referred to as "the Employer")

AND: TEAMSTERS LOCAL UNION NO. 213,
of the International Brotherhood of Teamsters

(hereinafter referred to as "the Union")

Call Out Time:

For the duration of the Collective Agreement, the parties agree to the following amendment:

(a) Field Operations

(i) **Monday through Friday and Sunday: May 1 to November 15**

The following call-out guarantee provisions shall apply on Monday through Friday and on Sundays between May 1st and November 15th and shall only apply to field operations and shall specifically no apply to fixed operations such as plants, ships, mechanics or pits.

- Two (2) hours' pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- Four (4) hours pay at the applicable rate of pay in the event an employee commences work and works for less than four (4) hours;
- Eight (8) hours pay at the applicable rate of pay in the event an employee works more than four (4) hours pay but less than eight (8) hours.

(ii) **Monday through Friday and Sunday: November 16 to April 30**

The following call-out guarantee provisions shall apply on Monday through Friday and on Sundays between November 16th and April 30th and shall only apply to field operations and shall specifically no apply to fixed operations such as plants, ships, mechanics or pits.

- Two (2) hours' pay at the applicable rate of pay in the event an employee reports for work and no work is provided;
- Four (4) hours pay at the applicable rate of pay in the event an employee commences work and works for less than four (4) hours;

- Six (6) hours pay at the applicable rate of pay if an employee works more than four (4) hours but less than six (6) hours;
- Eight (8) hours pay at the applicable rate of pay in the event an employee works more than six (6) hours but less than eight (8) hours.

DATED at _____ B.C. this _____ day of _____ 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 5

BETWEEN: LAFARGE GVA CONSTRUCTION
2300 Rogers Avenue
Coquitlam, BC V3K 1K5

(hereinafter referred to as "the Employer")

AND: TEAMSTERS LOCAL UNION NO. 213,
of the International Brotherhood of Teamsters

(hereinafter referred to as "the Union")

National Day for Truth and Reconciliation shall be observed as follows:

Subject to any exceptions noted in this Letter of Understanding (LOU), during the term of this agreement, the Companies will recognize National Day for Truth and Reconciliation and will pay an additional 0.5% for General Holiday Pay in addition to the amount listed in the General Holiday and Vacation Pay article.

Where the BC Provincial Government declares this day or any other day recognizing Indigenous people, such declared day shall replace this day and be added to the list of holidays.

In the event that National Day for Truth and Recognition is no longer recognized by the Federal Government as a holiday or the BC Provincial Government officially declares that this day will not be a provincial statutory holiday, this LOU will immediately terminate and all payments noted in this LOU will cease.

DATED at _____ B.C. this _____ day of _____ 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 6

BETWEEN: LAFARGE GVA CONSTRUCTION

2300 Rogers Avenue
Coquitlam, BC V3K 1K5

(hereinafter referred to as "the Employer")

AND: TEAMSTERS LOCAL UNION NO. 213,
of the International Brotherhood of Teamsters

(hereinafter referred to as "the Union")

The Parties agree that the intention of this language is to ensure contractors signatory to this agreement pay the same rates as all signatory T.U.G. contractors. Therefore, this is to confirm that the parties agree that any enablements provided to T.U.G. contractors as well as any permanent reductions to the rates or changes to the fuel escalation clause (including but not limited to freezing the fuel escalation amount and rates) shall also be applied to the Employers signatory to this agreement for all gravel haul. Where an enablement has been given to a T.U.G. employer or there has been a reduction in any of the financial obligations of the T.U.G. employers that all employers signatory to this Agreement will be notified to ensure they are provided the same benefit. Only applicable to T.U.G. scope of work.

DATED at B.C. this day of 2022.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

