

# **TEAMSTERS UNION LOCAL 213 STANDARD AGREEMENT**

**By and Between:**

**Teamsters Union Local 213**  
affiliated to the International Brotherhood of Teamsters.

(hereinafter referred to as the "Union")

**And:**

**Construction Labour Relations Association  
of B.C. (CLR)**

(on it's own behalf, on behalf of its' member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)

(hereinafter referred to as the "Employer")

**May 1, 2016 to April 30, 2019**

## Table of Contents

Article 1	Objects and Public Relations .....	1
Article 2	Duration .....	1
Article 3	Extent .....	1
Article 4	Wages .....	3
Article 5	Hours of Labour, Shifts and Call-Out Time .....	5
Article 6	Overtime .....	8
Article 7	Travel Allowance .....	8
Article 8	Working Conditions .....	10
Article 9	Union Shop .....	12
Article 10	Job Stewards .....	14
Article 11	Accommodation Out Of Town .....	14
Article 12	Health and Safety .....	15
Article 13	Disputes .....	16
Article 14	Savings Clause .....	18
Article 15	Employer Contributions and Employee Deductions .....	18
Article 16	Special Provisions .....	20
Article 17	Vacations and Statutory Holidays .....	22
Article 18	Competitive Consideration Clause .....	22

Schedules:

Schedule "A1"	Monetary Package - Industrial Inside the Lower Mainland/Fraser Valley	Error! Bookmark not defined
Schedule "A2"	Monetary Package - Industrial Outside the Lower Mainland/Fraser Valley	Error! Bookmark not defined
Schedule "B"	Employer Contributions and Employee Deductions Province Wide	Error! Bookmark not defined.
Schedule "C"	Group Descriptions .....	28
Schedule "D"	Dependent Contractors .....	28

Appendices:

Appendix "A"	Definitions and Abbreviations .....	344
Appendix "B"	Schedule of Statutory Holidays .....	355
Appendix "C"	Letters of Interpretation/Agreement .....	366
Appendix "D"	Addendum – Warehouse Personnel Job Descriptions .....	408
Appendix "E"	List of Signatory Contractors .....	40

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**ARTICLE 1 – OBJECTS AND PUBLIC RELATIONS**

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- 1.01** The objects of this Agreement are to stabilize the construction industry; promote fair and reasonable working conditions and job security for employees in the Industry; promote harmonious employment relationships between Employers and employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lock-outs; 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.
- 1.02** The parties agree 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.

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**ARTICLE 2 – DURATION**

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- 2.01** This Agreement shall be for the period from and including May 1, 2016 to and including April 30, 2019 and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30, 2019, or immediately preceding the last day of April in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.
- 2.02** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer shall lock-out or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

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**ARTICLE 3 – EXTENT**

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**3.01 Application**

- (a) This Agreement shall apply to all employees of the Employer including Dependent Contractors and Owner Operators engaged in the classifications listed in the Schedules attached hereto for all work under the jurisdiction of the Teamsters Local Union No. 213, on construction work in the Province of British Columbia, other than work covered by the Pipeline Agreement and the Pipeline Contractors, Road Building Agreement and the Road Building Contractors holding an agreement with the Union and shall be binding on the Employer and the Union and their respective successors and assigns.
- (b) It is understood that any Employer signatory to this Agreement shall, when doing work covered by the Pipeline Agreement, or when doing work covered by the Road Builders Agreement, become signatory to that Agreement along with the signatory Union.

**3.02 Sub-Contractors**

- (a) The terms of this Agreement shall apply to all sub-contractors or sub-contracts let by the Employer. The Employer agrees to engage only those sub-contractors having an Agreement with the signatory Union, prior to commencing work.
- (b) The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of the Agreement on the sub-contractor.

**3.03 Owner Operators**

- (a) Where an Owner Operator performs work for which they have been hired or which they have contracted or sub-contracted, prior to commencing work they shall be required to:

NOTE: Refer to "Letter of Interpretation/Agreement Re Article 3.03 (Owner Operators) and Schedule "C" (Dependent Contractors).

- (a) Be a member in good standing of the Union.
- (b) Supply proof of membership and obtain clearance from the dispatch office.
- (c) Be put on the Employers payroll as an employee.
- (d) Belong to the Health & Welfare Plan and the Pension Plan.
- (e) Daily time reports will be submitted to the contractor on the standard Teamster report form or on a comparable form supplied by the Employer.
- (f) Receive holiday pay, compensation, unemployment insurance coverage and any other benefits provided to employees by this Agreement.
- (g) Have deductions made to the Union Dues Supplement Fund (Article 15.07).
- (h) Receive a separate cheque for the base rental of their equipment (at a rate negotiated between the Union and the Employer) minus authorized deductions approved by the employee and the Union.
- (i) Where an Owner Operator is requested by the Employer to travel to projects or jobs more than eighty (80) road kilometres from the centre of any city, town or village in which the Owner Operator resides, Articles 7 and 11 re: Travel Allowance and Accommodation shall not apply and instead:

**3.03.1 Travel Allowance**

The Owner Operator shall be paid eighteen cents (\$0.18) per kilometre for the first eight hundred (800) kilometres travelled and forty-two cents (\$0.42) per kilometre for each additional kilometre travelled. Mileage will be paid to the project only. In order to qualify for this allowance, the Owner Operator must remain on the job or project fifteen (15) calendar days.

**3.03.2 Room and Board**

On jobs outside the eighty (80) kilometre limits as defined above where an Employer provides camp facilities, room and board will be provided to the Owner Operator at no cost. A weekend check out of nine dollars (\$9.00) per day in camps and twelve dollars (\$12.00) in hotels/motels will be paid to the Owner Operator subject to the same conditions that apply to employees of the contractor.

**3.03.3 Out-of-Town Allowance**

On jobs outside the eighty (80) kilometre limits as defined above where camp facilities are not available, a rate of two dollars and sixty cents (\$2.60) per operated hour shall be paid in addition to the amounts outlined in Schedule "A". This additional rate is to cover mobilization, additional fuel costs, room and board and such other expenses incurred by the Owner Operator.

The above provisions (d) and (f) shall in no way be charged to the Owner Operator who is a bona fide member of the Union.

- 3.04** When the Employer rents equipment to perform work within the Union's jurisdiction, the operators on such rented equipment shall be hired in accordance with Article 9.02 of this Agreement. It is agreed that the intent of this Article is to ensure the observance of its provisions for all persons performing work covered by this Agreement.
- 3.05** It is further agreed that 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 of the provisions of this Agreement or depriving any employee of employment.
- 3.06** Where the Employer hires the services of a Dependent Contractor, each and every Dependent Contractor shall be paid in accordance with Schedule "C" included as part of this Agreement. Refer to Article 18 -- Competitive Consideration Clause.

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**ARTICLE 4 – WAGES**

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**4.01 Hourly Wage Rates**

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

**4.02 Distribution of Monetary Package**

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the Parties. Such mutual agreement shall not be unreasonably withheld.

**4.03 Payment of Wages**

- (a) 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 Statutory Holiday falls on the regular pay day, payment shall be made the preceding day.
- (b) On projects where two (2) or more shifts are required, the second and third shifts shall be paid every second Thursday.
- (c) Payment of wages shall 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.

- (d) Payment of wages may be made by cheque or electronic deposit.
- (e) The Employer shall 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 the total deductions from the amount earned. This statement may be provided electronically via secure internet/email.
- (f) In the event the Employer is unable to pay all monies which are owing to an employee at time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- (g) If a pay office is not established at the project concerned, then arrangements may be made with the employee. These arrangements shall include suitable financial arrangements to enable them to reach their point of hire, and in the event that such arrangements include an advance in cash, this shall be deducted from the employees' final pay cheque which shall be mailed to them not later than the following working day to an address designated by the employee.
- (h) Exchange charges, within British Columbia, will be added to the cheque or otherwise provided for by the Employer.
- (i) Out of Province firms shall establish a local pay office. The Union may demand that out of Province firms deposit a bond. The amount of such bond to be negotiated between the Union and the out of Province firm. This bond shall be used in the default of the payment of Wages, Welfare and Pension contributions, Statutory Holiday pay or Annual Vacation pay, before members of the Union are dispatched to the job. Such bond shall by mutual consent of the Union and the Employer concerned be terminated.

#### **4.04 Higher Wage Rates**

- (a) Where an employee works in a higher hourly wage classification for four (4) hours or less, they shall be paid the higher rate for a minimum of four (4) hours. If the employee works more than four (4) hours at the higher hourly wage classification, they shall be paid the higher rate for the entire shift.
- (b) At no time shall an employee receive a lesser rate of pay than that for which they have been dispatched, unless the employee agrees to the lesser rate, in writing, which shall require the employees' signature and the approval of the Union Representative subject to Article 9.03. Such signed document shall be forwarded to the Union dispatch within two (2) working days.

#### **4.05 New Classifications**

- (a) As and when types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedules, the Employer's authorized representative shall notify the Union and promptly negotiate with the Union a wage rate for such equipment or work method.

- (b) Every effort shall be made to conclude negotiations within fifteen (15) working days. The rate established shall be retroactive to the date notice, in writing, is given by either party to commence negotiations, or the date of introduction on that jobsite, whichever is the later. The fifteen (15) working day period may be extended by mutual agreement of the parties.
- (c) In the event of disagreement, the question of a rate to be paid and/or retroactivity date shall be referred to Arbitration per the provisions of Article 13.

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

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**5.01 Regular Hours**

Eight (8) hours shall constitute a working day Monday to Friday, on the basis of a forty (40) hour week. The starting and stopping time may be varied by one (1) hour earlier or later than the normal 8:00 a.m. start, at the Employer's discretion. The starting and stopping time shall be at the tool lock-up or lunchroom.

**5.02 Compressed Work Week**

A compressed work week may be established by the Employer. The terms and conditions of such compressed work week shall include those outlined below which shall supersede any/all contrary provisions of the Agreement.

**(a) Hours of Work**

- (i) Ten (10) straight time hours shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (ii) Ten (10) straight time hours shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (iii) Notwithstanding (i) and (ii), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

**(b) Overtime**

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b) All other overtime hours, including all hours worked in excess of ten (10) hours per day, and all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

**(c) Statutory Holidays**

All statutory holidays which occur during a compressed work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

**5.03 Shifts**

The Employer may schedule an afternoon and/or night shift as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or night shift. Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Where these shifts are not maintained for these consecutive working days, all time will be paid at overtime rates.

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly rate to any employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all Trainee employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule. Notwithstanding any contrary interpretation of the following schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift. These shift premiums will not be paid for Saturday, Sunday or statutory holidays.

<u>Day Shift</u>	No shift premium.
<u>Afternoon Shift</u>	Six dollars (\$6.00) per hour worked on any shift which commences between 3:30 pm and 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked.
<u>Night Shift</u>	Six dollars (\$6.00) per hour worked on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked.

**5.04 Call-Out Time**

- (a) Where an employee is called out for work and no work is performed, they shall be paid four (4) hours, excepting that in the event the Employer suspends work due to inclement weather before any work is performed, the employee shall be paid two (2) hours:
  - (a) On regular shifts -- at straight time.
  - (b) On Saturdays, Sundays and Statutory Holidays -- at applicable overtime rates; providing, however, that the employee has reported to the job site in person in a competent condition to carry out their duties and providing adequate notice has not been given not to report for work.



- (b) Where an employee is called out for work at any time and work is performed, they shall be paid a minimum of four (4) hours:
  - (a) On regular shifts -- at straight time.
  - (b) On Saturdays, Sundays and Statutory Holidays -- at applicable overtime rates; providing, however the employee has reported to the job site in person in a competent condition to carry out their duties and providing adequate notice has not been given not to report to work.
- (c) 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 pre-arranged radio broadcast; where camps are maintained, one (1) hours' notice prior to starting time shall be given.
- (d) Where work is performed in excess of four (4) hours, eight (8) hours shall be paid, excepting where work is suspended after four (4) hours work by the Employer due to inclement weather, then only actual hours worked shall be paid.
- (e) Where an employee reports at the request of the Employer and performs work at overtime rates prior to their regular starting time, such time will be considered as overtime only and will not be considered in calculating the employees' entitlement to be paid from their regular starting time as far as their guaranteed call out and daily guarantee is concerned.
- (f) Where arrangements are made prior to an employee leaving the work site for work to be done after their shift, they shall, at the Employers option, either be continued on the payroll as though they were working, in which event they shall be paid overtime at the applicable overtime rate and qualify for meal allowance as applicable (Article 5.05(b) and 5.05(g)); or, in the event they are called back to work under arrangements made after they have left the work site, a minimum of four (4) hours at the applicable overtime rate shall be paid.

#### **5.05 Rest and Meal Breaks**

- (a) A one-half hour meal break shall be at mid-shift.
- (b) Where an employee is required to work through the regular established meal break, such employee shall be paid the applicable overtime rate, and shall be given reasonable time of not less than fifteen (15) minutes, nor more than one-half (1/2) hour to consume their meal before or after the regular meal break. Such time shall be paid for as part of the regular shift.
- (c) Two (2) breaks of ten (10) minutes each shall be taken in a work shift at a location determined by mutual agreement between the Employer and the Union. Time of the first break shall be at one-quarter (1/4) of the work shift; the second break shall be at three-quarters (3/4) of the work shift or as near those periods as possible.
- (d) On scheduled shifts of ten (10) hours, the employee will be given one (1) fifteen (15) minute rest break in the middle of the first five (5) hours of the shift, and one (1) fifteen (15) minute rest break in the middle of the second five (5) hours of the shift, unless workplace conditions require a variance in the timing of either rest break on one (1) or more days.

- (e) Where work is required for a period of ten (10) hours, unscheduled, a third rest break will be taken at the end of eight (8) hours.
- (f) Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the beginning of ten (10) hours, to be paid at straight time rates. If a second meal break is provided the third rest break shall not be taken.
- (g) Should overtime continue beyond four (4) hours following the time allowed for a meal break, then a further meal break shall be allowed with the same conditions as outlined. This condition shall be repeated each four (4) hours.
- (h) It is agreed that no employee shall be deprived of an overtime meal by reason of working overtime, where the Employer is providing room and board.

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## ARTICLE 6 – OVERTIME

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- 6.01** 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 applicable overtime rates. The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. All other overtime hours, including hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly rate.
- 6.02** If an employee is regularly assigned to a particular work area or machine assignment from Monday through Friday in a given week and work is required after regular hours, or on the Saturday, Sunday and/or Statutory Holiday of that week, such employee shall be assigned to such particular work or machine assignment providing such employee is available or except as otherwise agreed.

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## ARTICLE 7 – TRAVEL ALLOWANCE

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- 7.01** Employees directed to a project from which they do not return to their residence daily shall be paid a travel allowance for initial travel and transportation to the project and return from their designated dispatch point or their residence, whichever is closer, based on the following: fifty-three cents (\$0.53) per kilometre by the most direct route inclusive of ferry expenses from the point of dispatch or residence, whichever is closer to the job. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by Revenue Canada for reasonable daily vehicle mileage expenditures.
- 7.02** Mutual agreement of the Employer and employees is required for the use of air transportation. Should air transportation be used, the Employer shall pay air transportation costs inclusive of ground transportation at the terminus.
- 7.03** No other payment or reimbursement will be provided by the Employer for the employee's travel or time to and from out of town projects as defined by the collective agreement.
- 7.04** If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of travel allowance to the job shall be deducted by the Employer.
- 7.05** If an employee quits or is discharged when having been on the job thirty (30) calendar days, return travel allowance shall be paid by the Employer.

- 7.06** If an employee is terminated (not for cause), takes sick, is injured or leaves the job for authentic compassionate grounds, cost of return travel allowance shall be paid by the Employer. If an employee is granted leave of absence for illness, injury, or authentic compassionate reasons, travel allowance back to the job shall be paid by the Employer provided work is available for the employee at the conclusion of the leave of absence.

**7.07 Cities, Towns or Villages**

- (a) No daily travel allowance shall be payable to any local resident employee (as defined in Appendix "A") on any project located inside the Lower Mainland/Fraser Valley. A daily travel allowance, pursuant to the following schedule, shall be paid to any local resident employee who uses his/her own vehicle to travel daily from his/her residence to a project located outside of the Lower Mainland/Fraser Valley.

First forty (40) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	\$0.53 per km

- (b) 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 the WorkSafe BC regulations, it being understood that in such an event a marshalling point or points shall be established at a place or places agreed to by the Union (prior to commencement of the project) within the forty (40) kilometre distance called for above and that the time spent in travelling to and from such marshalling point or points to the jobsite shall be done during regular hours and while the employee is on the payroll.
- (c) 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 wages. 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.

**7.08 Camps**

- (a) On camp jobs, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates from time in excess of thirty (30) minutes.
- (b) Vehicles used to transport employees shall be approved passenger vehicles conforming to public transit standards and operated in compliance with WorkSafe BC regulations.

**7.09 Metro Travel**

They payment of a metro travel premium is discontinued effective July 27, 2012. The Lower Mainland/Fraser Valley shall be as defined in Appendix "A". The pre-existing premium of seventy-five cents (\$0.75) per hour was added to wages and holiday pay prior to the addition of the monetary package increases which apply during the duration of this Agreement.

**7.10 Turnaround/Periodic Leave**

An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:

0 km to 249 km	n/a
250 km to 500 km	\$175.00
501 km to 750 km	\$275.00
751 km to 1000 km	\$375.00
Over 1000 km	\$475.00

The mileage will be computed from the project to the dispatch point or employee's place of domicile whichever is closer. It is agreed that the above amounts will be paid only once for each turnaround.

On out-of-town projects of over fifty (50) calendar days duration, the Employer shall provide leave every forty (40) calendar days.

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

(Refer to Letters of Interpretation/Agreement - Periodic Leave - Turnaround)

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**ARTICLE 8 – WORKING CONDITIONS**

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**8.01** Meal Breaks and Rest Breaks shall be in accordance with Article 5.05.

**8.02** 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 shall be provided.

**8.03**

Where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied.

**8.04** On termination of an employee, the Employer will provide a termination slip to the Union, which shall state the reason for the employees' termination, and whether or not they are eligible for rehire. No employee shall be discharged for other than just cause.

**8.05** A lock-up shall be provided for employees for drying clothes, and dressing room, as well as lunch room. The lock-up shall have tables, and benches, with provision 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 shelter shall be provided for employees to eat their lunch as may be required.

**8.06** The Employer must insure the safety of the employee's tools against fire and burglary while in the Employers' employ provided the employee, when commencing employment, submits to the

Superintendent or their representative, an inventory of the tools brought on the job. In case of fire or burglary the Employer shall protect the value of an employee's work clothes to a total of two hundred and fifty dollars (\$250.00), providing an inventory of clothing is filed with the Employer. The Employer shall supply the required forms and secure the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage shall commence at the date of filing of the inventory with the Employer.

**8.07** An employee shall not be permitted to use their own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.

**8.08** One hour's notice of termination shall be given by the Employer or one hour's pay allowed in lieu thereof.

**8.09** The Union and the Employer recognize the right of employees to work in an environment free from harassment.

**8.10 Leave of Absence**

(a) When the Union requests in writing that a member be granted leave of absence from the project to attend to Union business, permission to do so shall not be withheld, it being understood that such leave is without undue cost to the Employer.

(b) When an employee suffers an injury on the job or suffers any illness preventing them from reporting to work they shall automatically be granted leave of absence until such time as their Doctor states they can return to work. Any such injury or illness shall be reported to the Employer as soon as possible so adequate replacement may be made if necessary. As soon as the employees' Doctor states they can return to work, and upon receipt of such notification, the Employer will put said employee on the active payroll immediately within their dispatched classification providing the Employer has work available.

(c) If an employee desires a leave of absence for reasons other than those referred to above, they shall obtain permission, in writing, for the same, from the Employer.

(d) The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

(e) 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.

**8.11 SPECIAL CONDITIONS -- UNDERGROUND WORK**

(a) Smoke time shall be determined by the conditions which exist at the particular time of blasting -- weather, wind, ventilation, etc. After blasting operations, work shall be resumed at the discretion of the Shift Boss; however, a minimum of ten (10) minutes smoke time shall be allowed. Any grievance arising from smoke clearing time shall be referred to a Grievance Committee equally representative of labour and management. If necessary, consultation shall be held with the person or committee responsible for safety.

- (b) Rubber boots, rubber clothing and rubber gloves shall be issued by the Employer on a charge out basis and the cost of same will be deducted from the employee's wages. When returned to the Employer's stores in reasonable condition on termination, the employee will be refunded the amount of the original deduction.
- (c) When replacement of rubber clothing, rubber boots or rubber gloves are required due to excessive wear or accident, the Employer shall supply same to employees at no additional cost.
- (e) On underground operation, lunch shall be eaten on the Employer's time.
- (f) Heated dry rooms complete with shower shall be provided.
- (g) The Employer agrees that it shall not be considered a violation of working conditions for employees to drink coffee no more than two (2) times in a working shift at their own station. The Employer shall supply sufficient coffee at the meal break to allow an employee to fill their thermos at the meal break, as well as receive meal break coffee.
- (h) Where camps are maintained, the Employer agrees to supply hot soup at meal break.

**8.12** A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

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## ARTICLE 9 – UNION SHOP

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### 9.01 Dispatch Office

The Union shall maintain a Dispatch Office or Offices from which the Employer shall hire all employees.

There shall be no restrictions/limitations on the Employer's right to hire via name request, and the Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work. Notwithstanding the foregoing, if such right is exercised, the Employer shall provide the Union with a letter or email outlining the reason(s) an individual was not suitable, upon receiving a written request from the Union to do so.

There shall also be no restrictions/limitations on the Employer's right to transfer an employee(s) from one (1) project to another throughout the province. When a non-local resident employee(s) is transferred between two (2) out-of-town projects, fifty-three cents (\$0.53) per road kilometre shall be paid to the non-local resident employee from the point of dispatch to the first project as an initial travel allowance, and from the first project to the second project, one (1) way, and from the second project back to the point of dispatch as a terminal travel allowance.

The Union agrees to provide a letter of commitment to maintain the Teamsters Local 213 Dispatch Rules, which became effective May 13, 1991, throughout the term of the Agreement.

**9.02 Hiring**

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

- 9.03** An employee shall not be called upon to operate more than one (1) type of equipment a day in addition to those types of equipment that they normally operate, as recorded on their Union dispatch slip. It is understood that this number may be exceeded occasionally due to extenuating circumstances on the job site. In the event a formal reclassification becomes necessary, such reclassification shall only occur upon consent of the Employer, employee and Union Representative. Confirmation of reclassification shall be sent to the Local Union Office.

The Union agrees to dispatch dual classifications which have been historical and accepted practices as required on the job site.

It is further agreed that the application of this Article shall not be used in any way to discriminate against Union members.

- 9.04** When employees are hired as provided above, they shall be considered an employee of the Employer and shall be entitled to all employee benefits.

However, with specific reference to the WorkSafeBC provisions and in the event of an accident and a claim by the employee which is denied by WorkSafeBC, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by WorkSafeBC.

- 9.05** 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.

- 9.06** 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.

- 9.07** Should an employee at any time cease to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge them forthwith.

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

**9.09 Affiliation Article**

The Union reserves the right to render assistance to other Labour organizations. Refusal on the part of the Union members to work with Non-Union workers or workers whose organization is not affiliated to a Building Trades Council, shall not be deemed a breach of this Agreement.

- 9.10** 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 Councils of B.C. or to work with or to receive from any persons or firm who are considered unfair by any of the said Building Trades Councils.

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**ARTICLE 10 – JOB STEWARDS**

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- 10.01** Job Stewards and assistant Stewards shall be recognized on all jobs and shall not be discriminated against. The Employers shall be notified by the Union of the name or names of such Stewards. Time shall be given to the Steward(s) to carry out their duties.
- 10.02** In the event of a layoff or reduction in the work force, the Job Steward shall, at all times, be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto.
- 10.03** 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.
- 10.04** 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 shall they interfere with the employees during working hours unless permission is granted.
- 10.05** The Employer agrees to supply the Local Union once a month with a list of all employees and the sub-contractors on the request of the Business Representative.

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**ARTICLE 11 – ACCOMMODATION OUT OF TOWN**

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- 11.01** The following accommodation conditions shall apply to all employees other than local residents as defined in Appendix "A" hereunder, with the exception that a local resident bus driver who is required to transport a crew back to camp for a hot lunch shall also receive a hot lunch.
- 11.02** 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 "Camp Rules and Regulations" approved by the British Columbia and Yukon Territory Building and Construction Trades Council and Construction Labour Relations Association of B.C. 2007 – 2014.
- 11.03** Any employee may refuse to live in accommodations which do not meet the above standards.
- 11.04** On jobs where camp accommodation is not provided and where employees are not local residents, employees shall be provided with and at the discretion of the Employer

Option #1:

A daily lump sum Living out allowance (LOA) of one hundred dollars (\$100.00) per day on a seven days per week basis. The LOA will increase, effective July 27, 2012 to one hundred and twenty dollars (\$120.00) per day and, effective May 1, 2013, to one hundred and twenty-five (\$125.00) per day.

Option #2:

Accommodation plus fifty-five dollars (\$55.00) for meal allowance on a seven (7) days per week basis. The meal allowance will increase, effective July 27, 2012, to sixty dollars (\$60.00) and, effective May 1, 2013, to sixty-two dollars and fifty cents (\$62.50). Accommodation shall mean single rooms when available on a project. Available shall mean a hotel or motel located in or nearest to the city, town or village to which the job is located.



When an employee is absent from work and does not furnish the Employers' representative on the job with satisfactory evidence of illness or accident, they will forfeit accommodation and meal allowance costs for the day(s) they are absent. To qualify for living out allowance or meal allowance on weekends, the employee must work the last scheduled shift prior to the weekend and the first shift following the weekend or statutory holiday.

Where it is not unreasonable that employees will vacate accommodation for example, on weekends, LOA will not be payable and weekend checkout will then be effective.

#### **11.05 Weekend Checkout**

Employees desiring to check out of camp accommodation Saturdays, Sundays or Statutory Holidays shall receive twelve dollars (\$12.00) per day. Employees desiring to check out of motel-hotel accommodation provided by the Employer Saturdays, Sundays or Statutory Holidays shall receive fifteen dollars (\$15.00).

Employees must turn in their meal tickets or sign a check out in advance to be eligible, if requested by the Employer. To qualify, an employee must work the scheduled shift prior to the weekend or Statutory Holiday and the scheduled shift immediately following the weekend or Statutory Holiday, unless mutually agreed by the employee and the Employer.

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### **ARTICLE 12 – HEALTH AND SAFETY**

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**12.01** The employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear. The Employer shall provide, at no cost to the employee, safety headgear and all other items of personal protective equipment required pursuant to WSBC regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an employee's pay cheque if such equipment is not returned.

**12.02** Protective clothing essential to the protection of an employee and their regular work clothes from unusual circumstances such as caustic chemicals, oil spills, etc., (i.e. - slickers, gloves, hip boots, coveralls, etc.) shall be supplied by the Employer at no cost to the employee. However, should the foregoing items not be returned to the Employer, the cost of these items shall be deducted from any monies owing to the employee. [Moved from 8.2]

**12.03** 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, a member shall not be discharged because he refuses to work under unsafe conditions as set out in the regulations. Any refusal of a member to abide by known WorkSafeBC regulations or posted Employer safety regulations, after being duly warned, shall be sufficient cause for dismissal. Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.

**12.04** 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. The operator may not be ordered to operate said vehicle or equipment until they have been satisfied any defects have been corrected.

**12.05** On projects where there is a Job Stewards Committee, the Head Job Steward or, where there is a Safety Committee, a Union Representative of this Committee, shall accompany the WorkSafeBC Inspector on all project inspections and such Steward or Safety Committee Member shall represent all Trades on the project.

**12.06** Copies of the minutes of Safety Meetings shall be forwarded, promptly, each month to the Union Office.

**12.07 Drug and Alcohol Testing**

The Parties agree to be bound by the D&A Policy Committee decisions relative to the Construction Industry Substance Abuse Testing and Treatment Program Policy including with respect to implementation of an EFAP.

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**ARTICLE 13 – DISPUTES**

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**13.01 B.C. Jurisdictional Work Assignment Plan (JAPlan)**

- (a) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignment in British Columbia and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of B.C. and the British Columbia and Yukon Territory Building and Construction Trades Council.

Should any provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.

- (b) The Employer shall upon request make known the intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in B.C.
- (c) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.
- (d) The parties agree that all cases, disputes, or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.
- (e) The Union agrees that the establishment of picket lines and/or stoppage of work by reason of the Employer's and/or assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- (f) Where the Employer makes an assignment of work to another constituent union or local of the BCBCBTU, which is challenged under the JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through

collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

### 13.02 Grievances

- (a) If, during the term of this Agreement there should arise any difference between the parties to, or the persons bound by this Agreement concerning interpretation, application, operation or any alleged violation hereof, or concerning discharge of any employee which may be alleged to be unjust and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner:
- (b) The Job Steward or Business Agent of the Union shall first discuss the difference with the Foreman, Superintendent or the Employer, in that order, in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party shall submit the matter complained of, in writing, to the other party within thirty (30) calendar days of its occurrence, excepting that in the matter of discharge, such grievance shall be submitted in writing within ten (10) calendar days or fifteen (15) calendar days for remote jobs of its occurrence, or in every case the matter shall be deemed to be waived. However, the foregoing time limits shall not apply where there has been a failure to pay fully amounts due to funds specified in this Agreement or to remit deductions from employees as provided for in this Agreement.
- (c) Failure of the Employer to make the requisite contributions on behalf of the employees, as provided elsewhere in this Agreement, may result in the Union claiming such amounts on behalf of the employees at any time.
- (d) 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) calendar days after completion of the sub-contract.
- (e) Where the Employer has not paid the employee, Owner Operator, or Dependent Contractor, their proper rates or hours or has not remitted to the funds contained herein, then a Union appointed auditor shall be permitted to inspect and audit the Employer's records of time worked, wages paid and contributions made to the Plans. The auditor shall be allowed the time necessary to complete the audit. The Employer shall make available, within two (2) weeks of notification, of intent to audit, a suitable office for the auditor to carry out such audit. It is further agreed the audit shall take place in British Columbia.
- (f) In the event a grievance involving a question of discharge is not resolved in seven (7) calendar days after being submitted in writing and a grievance involving other matters is not resolved within twenty (20) calendar days after being submitted in writing, it shall, if mutually agreed, be referred in writing and heard by an Industry Grievance Panel, or if the parties fail to agree that the Grievance is to be referred to an Industry Grievance Panel, then each party shall within five (5) calendar days appoint a member to a Board of Arbitration. The two (2) appointees shall within five (5) calendar days of appointment agree upon a person to act as Chair, but failing to do so within this time, they shall jointly request the Minister of Labour for British Columbia to appoint such Chair.
- (g) The Board of Arbitration shall, within ten (10) calendar days or such extended period as may be mutually agreed by the parties, hear the parties and render a decision which shall be final and binding. The fees and expenses of the Chair of the Board of Arbitration

shall be borne equally by the parties to the grievance. Where mutually agreed, the three (3) person Arbitration Board may be replaced by a single Arbitrator.

- (h) In the event a matter of discharge has not been referred to the Industry Grievance Panel or to an Arbitration Board within seven (7) calendar days of its receipt, in writing, then the matter shall be deemed to be waived.
- (i) An Industry Grievance Panel shall be composed of three (3) members of CLR and three (3) members of Local 213 which shall constitute a quorum. A majority decision of the Industry Grievance Panel concerning a grievance shall be final and binding.
- (j) If the Parties are unable to resolve a dispute within ten (10) working days of a formal grievance being filed, then the dispute will be referred to a three (3) person arbitration panel. One panel representative shall be appointed by the Employer, and one panel representative shall be appointed by the Union, and the Panel Chair shall be one of the following three pre-selected Arbitrators: Mr. Stan Lanyon, Mr. Vince Ready and Mr. Ken Saunders. All appointments shall be made within five (5) working days of the dispute being referred to the panel, and the Parties shall use whichever pre-selected Arbitrator is available first. Such process shall apply on all unresolved disputes, other than a dispute(s) related to subcontracting, where Mr. Michael Fleming shall retain his existing ongoing jurisdiction.

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#### **ARTICLE 14 – SAVINGS CLAUSE**

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- 14.01** If any article or section of this contract should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 14.02** In the event that any article or section is held invalid, or enforcement of, or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

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#### **ARTICLE 15 – EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

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- 15.01** In the event an Employer fails to remit contributions to the Plans in Articles 15.02 and/or 15.03 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.

##### **15.02 Teamsters (Local Union No. 213) Health and Welfare Plan**

The Employer shall contribute the amount indicated in Schedule "B" per hour worked by each employee to the Teamsters (Local 213) Health and Welfare Plan.

##### **15.03 Teamsters (Local Union No. 213) Pension Plan**

The Employer shall contribute the amount indicated in Schedule "B" per hour earned by each employee to the Teamsters (Local 213) Pension Plan.

**15.04 Teamsters Local Union No. 213 Training Trust Fund**

- (a) The Employer shall contribute the amount indicated in Schedule "B" per hour worked by each employee to the Teamsters Local Union No. 213 Training Trust Fund.
- (b) The Teamsters Local Union No. 213 Training Trust Fund shall be used to provide members with the (words missing here from previous agreement) and improve their skills in accordance with the plan contained in the Trust Agreement between the Local Union and the Construction Labour Relations Association of B.C.
- (c) The Teamsters Local Union No. 213 Training Trust Fund shall be administered by the Joint Board of Trustees established under the Teamsters Local Union No. 213 Training Trust Fund.

**15.05 Teamsters Local Union No. 213 Building, Recreational and Legal Fund**

The Employer shall contribute the amount indicated in Schedule "B" per hour worked by each employee to the Teamsters Local Union No. 213 Building, Recreational and Legal Fund.

**15.06 B.C. & Yukon Territory Building & Construction Trades Council Fund (BCYT Fund)**

Prior to July 27, 2012, an Employer contribution to the BCYT Fund of ten cents (\$0.10) per hour was required. Effective July 27, 2012, such contribution was added to the wages and holiday pay for each employee classification and will now be processed as an employee deduction.

Commencing July 27, 2012 the Employer shall deduct the amount indicated in Schedule "B" per hour worked by each employee for the BCYT Fund. Notwithstanding the amount outlined in Schedule "B" the Union may alter the deduction amount by providing the Employer with sixty (60) calendar days' written notice.

**15.07 Dues Supplement**

The Employer shall deduct the amount indicated in Schedule "B" per hour worked by each employee for the dues supplement. Notwithstanding the foregoing, the Union may alter the deduction amount by providing the Employer with sixty (60) calendar days' written notice. Each member shall submit a written authorization to their Employer as a condition of employment as may be required by their Employer.

**15.08 Jurisdictional Assignment Plan (JAPlan) Fund**

The Employer shall contribute the amount indicated in Schedule "B" per hour worked by each employee to the Trustees of the Jurisdictional Assignment Plan Fund.

**15.09 Rehabilitation Fund**

The Employer shall contribute the amount indicated in Schedule "B" per hour worked by each employee to the Rehabilitation Fund.

**15.10 Contract Administration Fund**

The Employer shall contribute the amount indicated in Schedule "B" per hour worked by each employee to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. It is agreed that the Union will collect and forward without exception all monies designated for the Contract Administration Fund, and received in accordance with the standard remittance form, to CLR. Payment made to CLR shall be made by the Union no later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each employer.

A representative of CLR so designated may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund. It is understood that any cost incurred in remittance notification or changes thereof shall be borne by CLR.

**15.11 BCBCBTU Fund**

The Employer shall contribute the amount indicated in Schedule "B" per hour worked by each employee to fund the Bargaining Council of British Columbia Building Trades Unions. This funding will be remitted in accordance with the standard remittance form and will continue only as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

**15.12** The contributions and deductions referred to in this Article shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form supplied to the Employer by the Union, which shall provide full instructions.

**15.13** The 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.

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

- (a) The Union will advise the Employer, in writing, of any delinquency.
- (b) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Employer and the President of CLR or their representative to provide for the payment of funds.
- (c) Should the matter not be resolved at the above mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week, or upon twenty-four (24) hours' notice to the Employer, withdraw its members from the Employer without contravening the terms of this Agreement.

**15.15** 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 the Plans.

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**ARTICLE 16 – SPECIAL PROVISIONS**

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**16.01** This Agreement and appropriate schedules shall cover every employee of the Employer engaged in the operation of motor vehicles or mobile equipment as listed in the attached schedules with the following exceptions:

- (a) Ambulance (emergency only).
- (b) Automobiles or pickups used only for transportation by supervisory personnel, office staff and field engineering crews. When pickup trucks are used for hauling employees or materials, they shall be operated by a member of the Teamsters Union Local No. 213.

**16.02 (a)** This agreement and appropriate schedules shall cover every employee engaged in warehousing whether in a warehouse, parts room, designated warehouse area or designated storage area.

- (b) Where the Employer operates a warehouse or partsroom and employs a person or persons therein receiving, handling, warehousing, or storing and reissuing materials, such person or persons shall be warehousemen members of the Teamsters Union. Nothing shall prevent such persons from carrying out additional functions with the approval of the Local Union.
- (c) Where more than one (1) warehouseman is hired to be employed on a jobsite, the first warehouseman hired shall be a Class I warehouseman.
- (d) The Employer agrees where three (3) or more warehousemen are employed on a jobsite one shall be a warehouse trainee Class IV. The above provision to be phased in so as to not displace present employees. Thereafter for each additional five (5) warehousemen another Class IV Trainee shall be employed.

**16.03** Subject to the foregoing item one of these special provisions, all operators of every motor vehicle and every piece of equipment as listed in the appropriate schedules used by the Employer in transporting people or materials, whether owned by the Employer, leased, hired or contracted for the Employer or otherwise, be subject to the terms and conditions of the attached Agreement and appropriate schedules and no other Agreement.

#### **16.04 Foreman**

- (a) 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 No. 213 of the Teamsters Union, a Teamster's Foreman shall be employed at not less than ten percent (10%) per hour over the hourly rate of the highest Teamster classification under his supervision.
- (b) When four (4) or more pieces of equipment are worked on the same shift, the Foreman shall not be called upon to operate equipment.
- (c) 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 Teamster's Foreman.
- (d) In addition to the above provisions, when the Employer works twelve (12) or more pieces of equipment on the same shift on a project, the Employer shall also employ a working Foreman at ten percent (10%) per hour over the highest classification under his supervision. When twenty (20) or more pieces of equipment are operated on the same shift on a project the working Foreman shall become or be replaced by a Foreman who shall not be called upon to operate equipment.

- 16.05** Employees assigned to drive buses or man hauls shall report a minimum of one-half (1/2) hour 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.
- 16.06** Ten percent (10%) higher rate for the shift shall be paid to all Teamsters assigned to work with or to service underground crews.
- 16.07** In each of the following instances a ten percent (10%) premium shall be paid. Teamsters who are not assigned to underground duties shall, if they spend less than four (4) hours underground, be paid four (4) hours. If they spend more than four (4) hours underground, they shall be paid eight (8) hours.

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**ARTICLE 17 – VACATIONS AND STATUTORY HOLIDAYS**

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- 17.01** Vacation and Statutory Holiday pay consisting of six percent (6%) of gross earnings for annual Vacation and six percent (6%) of gross earnings for Statutory Holidays shall be paid to the employee at least once a month and upon termination of employment. If requested in advance by the employee, Vacation and Statutory Holiday pay shall also be paid on the last regular pay day in March, June, September and prior to Christmas for those working at the time. An employee may take up to three (3) weeks' annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member/employee and the Employer.

The recognized holidays are:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday immediately prior to B.C. Day, B.C. Day, Friday immediately prior to Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on Statutory Holidays shall be paid for at applicable overtime rates.

For reference Appendix "B" includes a list of the dates of each Statutory Holiday occurring through the year 2014.

- 17.02** When a Statutory Holiday falls on a Saturday or Sunday, the following Monday will be observed subject to the exception in Article 5.02 for employees working on a Compressed Work Week.
- 17.03** When Christmas and Boxing Day fall on Saturday and Sunday, the following Monday and Tuesday shall be observed subject to the exception in Article 5.02 for employees working on a Compressed Work Week.

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**ARTICLE 18 – COMPETITIVE CONSIDERATION CLAUSE**

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The Union and the Employer may jointly agree to terms and conditions other than those contained in this Agreement, including Schedule "C", in an effort to assure that certain projects or types of construction in designated areas or for specific time periods are maintained for the Unionized sector.

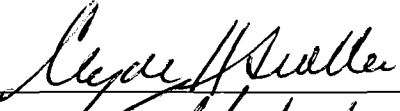
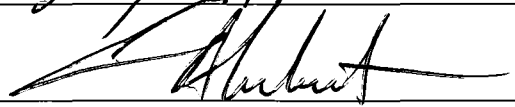
Such enabling may not be applied to cause the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, without prior consent of the BCBCBTU and CLR.



Dated this 19<sup>th</sup> day of October, 2018

Signed on behalf of:


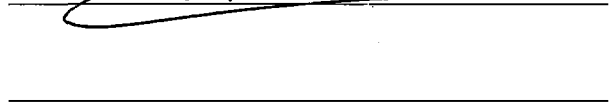
Construction Labour Relations Association of BC

Dated this 19<sup>th</sup> day of OCTOBER, 2018

Signed on behalf of:

Teamsters Union Local 213,

**SCHEDULE "A1" MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Schedule "A1" shall apply to all industrial projects which are located inside the Lower Mainland/Fraser Valley.

"Inside" Lower Mainland/Fraser Valley

Effective May 01, 2016 to April 30, 2019

Group Number	Minimum S.T. Hourly Wage Rate	Vac & Stat Holiday Pay (12%)	Health & Welfare Plan	Pension Plan	CLR Dues	Employer Contributions					Total Package
						CIRP	JAPlan	BCBCBTU Fund	Training Trust Fund	BRL Fund	
* Group 1	37.42	4.49	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	51.33
* Group 2	36.87	4.42	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	50.71
* Group 3	36.47	4.38	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	50.27
* Group 4	36.12	4.33	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	49.87
* Group 5	35.99	4.32	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	49.73
* Group 6	35.94	4.31	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	49.67
* Group 7	35.52	4.26	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	49.20
* Group 8	35.21	4.23	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	48.86
* Group 9	28.17	3.38	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	40.97

> The above list of Employer Contributions remains subject to change pursuant to the outcome of CLR/BCBCBTU 2016 Bargaining as follows:

(1) Possible increase to CIRP contribution. (2) Possible increase to BCBCBTU contribution. (3) Possible addition of a new Industry D&A Policy contribution.

\* Refer to Schedule "C" for description of Groups.

**SCHEDULE "A2"****MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Schedule "A2" shall apply to all industrial projects which are located outside the Lower Mainland/Fraser Valley.

**"Outside" Lower Mainland/Fraser Valley**

**Effective May 01, 2016 to April 30, 2019**

Group Number	Minimum S.T. Hourly Wage Rate	Vac & Stat Holiday Pay (12%)	Employer Contributions								Total Package
			Health & Welfare Plan	Pension Plan	CLR Dues	CIRP	JAPlan	BCBCBTU Fund	Training Trust Fund	BRL Fund	
* Group 1	36.75	4.41	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	50.58
* Group 2	36.20	4.34	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	49.96
* Group 3	35.80	4.30	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	49.52
* Group 4	35.44	4.25	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	49.11
* Group 5	35.32	4.24	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	48.98
* Group 6	35.28	4.23	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	48.93
* Group 7	34.85	4.18	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	48.45
* Group 8	34.54	4.14	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	48.10
* Group 9	27.63	3.32	3.10	5.75	0.11	0.02	0.01	0.01	0.32	0.10	40.37

> The above list of Employer Contributions remains subject to change pursuant to the outcome of CLR/BCBCBTU 2016 Bargaining as follows:

(1) Possible increase to CIRP contribution. (2) Possible increase to BCBCBTU contribution. (3) Possible addition of a new Industry D&A Policy contribution.

\* Refer to Schedule "C" for description of Groups.

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

Schedule "B" shall apply to all industrial projects province wide.

Province Wide

Effective May 01, 2016 to April 30, 2019

	Group Number								
	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9
<b>* Employer Contributions</b>									
Health and Welfare Plan	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10
† Pension Plan	5.75	5.75	5.75	5.75	5.75	5.75	5.75	5.75	5.75
CLR Dues	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
Construction Industry Rehabilitation Plan (CIRP)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Jurisdictional Assignment Plan (JAPlan)	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Training Trust Fund	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32	0.32
Building, Recreation and Legal Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
<b>Total Employer Contributions</b>	<b>9.42</b>	<b>9.42</b>	<b>9.42</b>	<b>9.42</b>	<b>9.42</b>	<b>9.42</b>	<b>9.42</b>	<b>9.42</b>	<b>9.42</b>
<b>Employee Deductions</b>									
Working Dues	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
BCYT Fund	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
<b>Total Employee Deductions</b>	<b>0.85</b>	<b>0.85</b>	<b>0.85</b>	<b>0.85</b>	<b>0.85</b>	<b>0.85</b>	<b>0.85</b>	<b>0.85</b>	<b>0.85</b>
<b>Total Employer Hourly Remittances:</b>	<b>ST 10.27</b>	<b>10.27</b>	<b>10.27</b>	<b>10.27</b>	<b>10.27</b>	<b>10.27</b>	<b>10.27</b>	<b>10.27</b>	<b>10.27</b>
<b>1.5x OT</b>	<b>13.145</b>	<b>13.145</b>	<b>13.145</b>	<b>13.145</b>	<b>13.145</b>	<b>13.145</b>	<b>13.145</b>	<b>13.145</b>	<b>13.145</b>
<b>2x OT</b>	<b>16.02</b>	<b>16.02</b>	<b>16.02</b>	<b>16.02</b>	<b>16.02</b>	<b>16.02</b>	<b>16.02</b>	<b>16.02</b>	<b>16.02</b>

\* Employer Contributions remains subject to change pursuant to the outcome of CLR/BCBCBTU 2016 Bargaining as follows:

(1) Possible increase to CIRP contribution. (2) Possible increase to BCBCBTU contribution. (3) Possible addition of a new Industry D&A Policy contribution.

\* Employer contributions to the Pension Plan are payable on the basis of "hours earned".

All other All Employer contributions and all employee deductions are payable on the basis of "hours worked".

† Employer contributions to the Pension Plan for an employee(s) classified as a Warehouse Trainee Class IV shall be eighty percent (80%) of the otherwise required amount.

**SCHEDULE "C"****GROUP DESCRIPTIONS**

Schedule "C" shall apply to all industrial projects province wide.

Province Wide		Effective May 01, 2016 to April 30, 2019	
Group	Group Description		
1	<ul style="list-style-type: none"><li>&gt; Bottom Dumps - all makes - Trailers and Semi-Trailers Dumps - sixty-five (65) yards to eighty-five (85) yards (add twenty-two cents (\$0.22) for each additional twenty (20) yards)</li><li>&gt; Lowbeds - over 150 tons</li></ul> <ul style="list-style-type: none"><li>&gt; * End Dump Trucks (measured capacity of dump, but including side boards if used): sixty (60) yards - less than seventy-two (72) yards (add ten cents (\$0.10) for each additional twelve (12) yards)</li><li>&gt; Warehouseman - Class I - (See Addendum for Job Description)</li></ul>		
2	<ul style="list-style-type: none"><li>&gt; Bottom Dumps - all makes - Trailers and Semi-Trailers Dumps - forty-five (45) yards to sixty-five (65) yards</li><li>&gt; Concrete Buggies, scootcrete or converted equipment, whichever is greater - sixteen (16) yards and over</li></ul> <ul style="list-style-type: none"><li>&gt; * End Dump Trucks (measured capacity of dump, but including side boards if used): thirty-six (36) yards - less than sixty (60) yards</li></ul>		
3	<ul style="list-style-type: none"><li>&gt; Logging Trucks</li><li>&gt; Transit Mixers, agitators, mobile mix and all other similar vehicles over thirteen (13) yards</li></ul> <ul style="list-style-type: none"><li>&gt; * End Dump Trucks (measured capacity of dump, but including side boards if used): twenty-four (24) yards - less than thirty-six (36) yards</li></ul>		
4	<ul style="list-style-type: none"><li>&gt; Concrete Buggies, scootcrete or converted equipment, whichever is greater ten (10) yards up to sixteen (16) yards</li><li>&gt; Transit Mixers, agitators, mobile mix and all other similar vehicles - nine (9) yards and up to thirteen (13) yards</li><li>&gt; Lowbeds - 100 tons and up to 150 tons</li></ul> <ul style="list-style-type: none"><li>&gt; * End Dump Trucks (measured capacity of dump but including side boards if used): twelve (12) yards - less than twenty-four (24) yards</li><li>&gt; Straddle Carriers, if equipped with crane</li><li>&gt; Warehouseman - Class II (See Addendum for Job Description)</li></ul>		
5	<ul style="list-style-type: none"><li>&gt; Bottom Dumps, all makes, Trailers and Semi-Trailers Dumps less than forty-five (45) yards</li><li>&gt; Load Luggers and similar equipment three (3) tons and over</li><li>&gt; Lowbeds up to one hundred (100) tons</li></ul> <ul style="list-style-type: none"><li>&gt; Straddle Carriers</li><li>&gt; Large Tilt Trailers</li></ul>		
6	<ul style="list-style-type: none"><li>&gt; "A" Frame, Swedish Type Truck Crane, Pitman, Hiab and Stringer, Boom Trucks, Semi-Trailer with Hiab, etc. (excluding pup trailer units) over five (5) tons lifting capacity</li><li>&gt; Concrete Buggies, scootcrete or converted equipment, whichever is greater - up to ten (10) yards</li><li>&gt; Transit Mixers, agitators, mobile mix and all other similar vehicles up to nine (9) yards</li></ul> <ul style="list-style-type: none"><li>&gt; * End Dump Trucks (measured capacity of dump, but including side boards if used): eight (8) yards - less than twelve (12) yards</li><li>&gt; Nodwells, Bombardiers and similar equipment</li><li>&gt; Service Truck Driver</li></ul>		
7	<ul style="list-style-type: none"><li>&gt; "A" Frame, Swedish Type Truck Crane, Pitman, Hiab and Stringer, Boom Trucks, Semi-Trailer with Hiab, etc. (excluding pup trailer units) up to and including five (5) tons lifting capacity</li><li>&gt; Asphalt Spray Trucks - Semi-Trailers</li><li>&gt; Dispatcher</li><li>&gt; Dumpsters (Mules)</li><li>&gt; Water Trucks four thousand (4,000) gallons and over (does not include semis or trailers)</li></ul> <ul style="list-style-type: none"><li>&gt; * End Dump Trucks (measured capacity of dump, but including side boards if used): less than eight (8) yards</li><li>&gt; Flat Deck Trucks ten (10) tons and over</li><li>&gt; Forklifts, Lumber stackers, crane mobiles, etc. over four (4) tons lifting capacity</li><li>&gt; Fuel trucks - four thousand (4,000) gallons and over (does not include semis or trailers)</li><li>&gt; Semi-Trailers, Pole Trailers</li></ul>		
8	<ul style="list-style-type: none"><li>&gt; Asphalt Spray Trucks</li><li>&gt; Farm type Tractors</li><li>&gt; Flat Deck Trucks up to ten (10) tons</li><li>&gt; Forklifts, Lumber stackers, crane mobiles, etc. up to and including four (4) tons lifting capacity</li><li>&gt; Fuel trucks up to four thousand (4,000) gallons</li></ul> <ul style="list-style-type: none"><li>&gt; Manhaul, Crummie, Bus and all equipment transporting personnel (requires "Class 2" Licence)</li><li>&gt; Power Wagons (with and without winch)</li><li>&gt; Water Trucks up to four thousand (4,000) gallons</li><li>&gt; Warehouseman - Class III - (See Addendum for Job Description)</li></ul>		
9	<ul style="list-style-type: none"><li>&gt; Pickup and Panel Trucks and Pilot cars and similar equipment</li><li>&gt; † Warehouse Trainee Class IV - (See Addendum for Job Description)</li></ul> <p>† Employer contribution to the Pension Plan for an employee(s) classified as a Warehouse Trainee Class IV shall be eighty percent (80%) of the otherwise required amount.</p>		
*	<ul style="list-style-type: none"><li>&gt; End Dump Trucks equipped with side winders - add ten cents (\$0.10) per hour</li><li>&gt; End Dump Trucks with Small Tilt Trailer - add ten cents (\$0.10) per hour</li><li>&gt; End Dump Trucks with Pup Trailer - add thirty cents (\$0.30) per hour</li></ul>		

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**SCHEDULE "D" – DEPENDENT CONTRACTORS**

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**A. Definition and Agreement Application**

A dependent contractor is a person who owns and operates his own truck or as defined by the Labour Relations Code of British Columbia.

(i) The following terms and conditions of the B.C. Construction Agreement are applicable to Dependent Contractors:

- (1) Article 1 - Objects and Public Relations
- (2) Article 2 - Duration (2.01 and 2.02)
- (3) Article 3 - Extent (3.01, 3.05 and 3.06)
- (4) Article 4 - Wages (4.03(i) and 4.05)
- (5) Article 8 – Working Conditions (8.01, 8.02, 8.03 (second paragraph), 8.05, 8.07, 8.11(e), 8.11(f), 8.11(g) and 8.11(h))
- (6) Article 9 – Union Shop (9.01, 9.02, 9.03, 9.05, 9.06, 9.07, 9.08, 9.09 and 9.10)
- (7) Article 13 - Disputes (with the exception of 13.02 (h))
- (9) Article 14 - Savings Clause (14.01 and 14.02)
- (10) Article 15 – Employer and Employee Contributions (15.04, 15.05, 15.06, 15.07, 15.09, 15.10, 15.11, 15.12, 15.13, 15.14 and 15.15)
- (11) Article 16 – Special Provisions (16.01, 16.04, 16.05 and 16.06)
- (12) Article 18 – Competitive Consideration Clause
- (13) Letters of Interpretation/Agreement
  - (a) Re: Schedule "C" – Dependent Contractor Grievances
  - (b) Re: Article 3.05 (Owner Operators) and Schedule "C" (Dependent Contractors)
  - (c) Re: Article 9.03
  - (d) Re: Article 18 – Competitive Consideration Clause

(ii) Subject to the foregoing item (i) the terms and conditions set out hereunder in the Schedule "C" Dependent Contractors are applicable only to Dependent Contractors and constitute the entire agreement for monetary payment and benefits for 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, telegram, FAX, or in writing from the Union Dispatch Office.

**(iv) RATES BASED ON LEGAL LOAD**

(GVW - TARE = LEGAL LOAD)

All additional tonnage to be paid at the appropriate rate.

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

**B. Trucking Rates**

**(i) For Cities, Towns and Villages**

On all jobs situated within eighty (80) kilometres 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.

**(ii) Rates based on legal load (GVW – TARE = LEGAL LOAD).**

All additional tonnage to be paid at the appropriate rate.

- (a) Lower Mainland Road Building (Utility) Agreement. (Hope on the east, Vancouver on the west, the US Border on the south, to Squamish on the North, inclusive).

The Lower Mainland and Fraser Valley Area Owner Operator, Dependent Contractor rates shall be the rates as negotiated with the Utility Group of Contractors (T.U.G.). The rates of pay are to be effective on the dates as contained in the T.U.G. Agreement.

- (b) INTERIOR/KOOTENAY ROAD BUILDING AGREEMENT (The area between the 49<sup>th</sup> and 53<sup>rd</sup> parallels, east of the direct line between the western boundary of the municipality of Hope and Margaret Bay to the BC/Alberta Border).

The Interior/Kootenay Area Owner Operator, Dependent Contractor rates shall be the rates as negotiated with the Kamloops/Interior Road Building group of Contractors. The rates of pay are to be effective on the dates as contained in the Interior/Kootenay Road Building Agreement.

- (c) TEAMSTERS 213 NORTHERN INTERIOR (PRINCE GEORGE) ROAD BUILDING AGREEMENT (The area south to 150 Mile House, east to the Alberta border, north to Mackenzie and west to Endako).

The Northern Interior (Prince George) Area Owner Operator, Dependent Contractor rates shall be the rates as negotiated with the Teamsters 213 Northern Interior (Prince George) Road Building group of Contractors. The rates of pay are to be effective on the dates as contained in the Teamsters 213 Northern Interior (Prince George) Road Building Agreement, whichever is greater, will apply to Owner/Operator rates outside the geographical area described.

- (d) Teamsters 213 Northern Interior (Terrace, Kitimat, Prince Rupert Areas) Road Building Agreement.

The Northern Interior (Terrace, Kitimat, Prince Rupert Areas) Road Building Agreement. The rates of pay are to be effective on the dates as contained in the Teamsters 213 Northern Interior (Terrace, Kitimat, Prince Rupert Areas) Road Building Agreement. The area "going rates" or the rates contained within Teamsters 213 Northern Interior (Terrace, Kitimat, Prince Rupert) Road Building Agreement, whichever is greater, will apply to Owner/Operator rates outside the geographical area described.

(iii) **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 low production rate will apply only when the above condition is met for the major portion of the shift.

(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%).
- (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 a Company owned tilt trailer.

**C. OUT OF TOWN PROJECTS**

(i) **Definitions**

Where a Dependent Contractor is requested by the contractor to travel to projects or jobs more than eighty (80) km from the centre of any city, town, or village in which the Dependent Contractor resides, or travels from their previous job location to a project or job, the following will apply:

(ii) **TRAVEL ALLOWANCE**

They shall be paid thirty-one cents (\$0.31) per km, for each km or mile travelled to the project only. In order to qualify for 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 a 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.

(iii) **ROOM AND BOARD**

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



**(iv) 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 (a) 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, he 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.

**D. FLAT RATE & TON MILE RATE**

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

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.

**E. OVERTIME**

An additional 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.

**F. CALL-OUT/STANDBY**

When an Owner Operator/Dependent Contractor reports for work as instructed and no work is provided, they shall receive one (1) hour's pay.

When an Owner Operator/Dependent Contractor is required to stand-by in excess of the call-out time, they shall be paid at the rate of hire for the first hour and at one-half (1/2) the rate of hire for each hour or portion thereafter.

**G. WORKING CONDITIONS**

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.

**H. JOB STEWARDS**

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 Article 13 of the Agreement.

**I. 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 Article 16, a working foreman may be required. When an Owner Operator/Dependent Contractor is designated as a working Foreman, his all found rate shall be increased by the appropriate Foreman's increase.

**J. SAFETY**

Each 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 Dependent Contractor shall be responsible for the safe operating condition of their equipment.

**K. HOLD BACK**

The Contractor may hold back an amount not to exceed five percent (5%) of the gross amount earned by the 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 Dependent Contractor in connection with the project on which they are engaged have been discharged. Such hold back will be paid within twenty (20) days of the required proof being given.

**L. 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 to a maximum of seventy percent (70%) of the value of work carried out between the 1st and 15th of the month.

Thereafter the Owner Operator/Dependent Contractor shall be entitled to, upon request, a mid-month advance. This advance shall be to a maximum of seventy percent (70%) of the value of work carried out between the 16th and the end of the previous 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 (1-1/2%) per month shall be applied to the overdue amounts.

**M. DUES SUPPLEMENT, HEALTH, WELFARE AND PENSION**

Dues Supplement shall be deducted in accordance with Article 15. When requested by the Union, the Contractor agrees to deduct Health, Welfare and Pension in the amounts prescribed

by the Union. The monies deducted will be remitted in accordance with the forms prescribed by the Union.

**N. 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.

**O. TEAMSTERS ADVANCEMENT FUND (OWNER OPERATOR/DEPENDENT CONTRACTOR)**

Effective September 1, 1988 each Employer shall make contributions at the rate of ten cents (\$0.10) per hour worked for each Owner Operator/Dependent Contractor working under this Agreement.

P. The Employer is required to remit only the following Employer Contributions on behalf of a Dependent contractor:

- CLR Dues
- Rehabilitation Fund
- BCBCBTU Fund
- Training Trust Fund
- BRL Fund

A summary of schedule of the Employer contributions and employee deductions which apply to Dependent Contractors shall be included within this Agreement.

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

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Industrial Construction	Production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed between the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for Teamsters Union Local 213.
Local Resident	Any employee who resides within eighty (80) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.
Lower Mainland/ Fraser Valley	The area inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

**APPENDIX "B" – SCHEDULE OF STATUTORY HOLIDAYS**

The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

## 1. 2018

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Monday, Jan 1 <sup>st</sup>	Monday, Jan. 1 <sup>st</sup>
Family Day	Monday, Feb. 12 <sup>th</sup>	Monday, Feb 12 <sup>th</sup>
Good Friday	Friday, Mar 30 <sup>th</sup>	Friday, Mar 30 <sup>th</sup>
Easter Monday	Monday, Apr. 2 <sup>nd</sup>	Monday, Apr. 2 <sup>nd</sup>
Victoria Day	Monday, May 21 <sup>st</sup>	Monday, May 21 <sup>st</sup>
Canada Day	Sunday, July 1 <sup>st</sup>	Monday, July 2 <sup>nd</sup>
Friday before BC Day	Friday, Aug 3 <sup>rd</sup>	Friday, August 3 <sup>rd</sup>
BC Day	Monday, Aug. 6 <sup>th</sup>	Monday, Aug. 6 <sup>th</sup>
Friday before Labour Day	Friday, Aug 31 <sup>st</sup>	Friday, Aug 31 <sup>st</sup>
Labour Day	Monday, Sept. 3 <sup>rd</sup>	Monday, Sept. 3 <sup>rd</sup>
Thanksgiving	Monday, Oct. 8 <sup>th</sup>	Monday, Oct. 8 <sup>th</sup>
Remembrance Day	Sunday, Nov. 11 <sup>th</sup>	Monday, Nov. 12 <sup>th</sup>
Christmas Day	Tuesday, Dec. 25 <sup>th</sup>	Tuesday, Dec. 25 <sup>th</sup>
Boxing Day	Wednesday, Dec 26 <sup>th</sup>	Wednesday, Dec. 26 <sup>th</sup>

## 2019

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Tuesday Jan. 1 <sup>st</sup>	Tuesday, Jan. 1 <sup>st</sup>
Family Day	Monday, Feb. 18 <sup>th</sup>	Monday, Feb 18 <sup>th</sup>
Good Friday	Friday, Apr. 19 <sup>th</sup>	Friday, Apr. 19 <sup>th</sup>
Easter Monday	Monday, Apr. 22 <sup>nd</sup>	Monday, Apr. 22 <sup>nd</sup>

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**APPENDIX "C" – LETTERS OF INTERPRETATION/AGREEMENT**

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**(a) RE: PRE-JOBS**

It is understood and agreed by the principal organizations hereto, that they will encourage and promote the "pre-job" concept on the following basis:

- (i)** Industrial projects of substantive size.
- (ii)** "Out-of-town" projects (industrial, commercial, institutional) of substantive size or special characteristics.
- (iii)** Commercial, institutional or major residential in-town projects having special characteristics.
- (iv)** To be called by the B.C.Y.T. -- B.C.T.C. in consultation and co-operation with C.L.R.A. and the responsible C.L.R.A. contractor.
- (v)** Arrangements to be made with sufficient lead time for postal notice to affected organizations.
- (vi)** Pre-jobs shall be open to all building trades unions affiliated with the B.C.Y.T. -- B.C.T.C.
- (vii)** General contractors, management contractors, major sub-contractors.
- (viii)** Topics of consideration (among others) - hours of labour, overtime, travel, transportation, manpower requirements, safety and health, camp, catering, hotel-motel facilities, job durations, responsible representatives, manager, and supervisors, etc.
- (ix)** Should irreconcilable differences surface, the terms of the various Collective Agreements shall prevail.
- (x)** Where required or deemed expedient (especially industrial projects) pre-jobs shall include "jurisdictional mark-ups".
- (xi)** Where a job or project is more than local interest and where it is deemed practical and expedient, pre-jobs shall be held in the Lower Mainland.

**(b) RE: ARTICLE 3.03 (OWNER OPERATORS) AND SCHEDULE "C" (DEPENDENT CONTRACTORS)**

It is understood and agreed between the parties that where an Employer is not bound by a variation of certification to include Dependent Contractors by the Labour Relations Board, then the Employer shall designate an Employee as:

- (i)** an Owner Operator who is covered by all the terms and conditions of the Standard Collective Agreement; or
- (ii)** a Dependent Contractor who is covered by Schedule "C".

It is further agreed that this designation shall not be changed during the term of the job or project where that designation was first established, except by mutual consent of the parties

concerned (the Employer, the Owner Operator, Dependent Contractor and the Union).

**(c) RE: ARTICLE 9.03**

The first paragraph of 9.03 shall be interpreted as follows:

- (i)** Where an employee is dispatched in a single classification, they may be required to operate up to two (2) types of equipment (including the type they were dispatched under) in a given day in normal circumstances, and up to three (3) types of equipment under extenuating circumstances.
- (ii)** Where an Employee is dispatched in a dual classification, they may be required to operate up to **three** (3) types of equipment a day (including the two (2) types they were dispatched under) in normal circumstances.

"Extenuating circumstances" shall be interpreted to mean emergency situations.

**(d) RE: ARTICLE 16.04(d)**

- (i)** The first sentence re twelve (12) or more pieces of equipment shall be interpreted to mean: when twelve (12) or more Teamsters (excluding Teamster Warehouse Employees) are worked and twelve (12) or more pieces of equipment are used on the same shift on a project, a working foreman shall also be employed in addition to the non-working foreman required under the provisions of 16.04.
- (ii)** The second sentence re twenty (20) or more pieces of equipment shall be interpreted to mean: when twenty (20) or more Teamsters (excluding Teamster Warehouse Employees) are worked and twenty (20) or more pieces of equipment are used on the same shift on a project, a second non-working foreman shall also be employed, replacing the working foreman (in addition to the non-working foreman required under the provisions of 16.04).

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**APPENDIX "D" – ADDENDUM WAREHOUSE PERSONNEL JOB DESCRIPTIONS**

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**CLASSIFICATIONS AND DUTIES**

Main warehouse and storage areas that are a part of a Head Office complex or a permanent storage area require the following wage payment:

- (a) Multi-faceted companies involved with Industrial, Commercial-Institutional, Piledriving, Dredging etc. sectors will pay Warehouse Personnel under the Industrial rates of pay. The hours of work and overtime arrangements for such Warehouse Personnel will be the same as the trade sector(s) they are servicing.
- (b) Employers who are only active in the Commercial-Institutional and/or Residential sectors will pay Warehouse Personnel in accordance with the Teamsters Union Local 213 Standard C/I Agreement.

**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%) per hour above the Class I Warehouseman's rate. The Warehouse Foreman shall not be selected from other than Class I Warehouseman.

**Warehouseman -- Class I**

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 fittings for mechanical installations. Capable of establishing procedures and taking complete charge of a warehouse in an emergency. Senior specialized Warehouseman in charge of the stock and warehouse personnel under the direction of warehouse management.

**Warehouseman -- Class II**

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

**Warehouseman -- Class III**

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.



**Warehouse Trainee Class IV**

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

Employer contributions to the Pension Plan will be prorated for employees in Warehouse Trainee Class IV based on the corresponding percentage of their classification.

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**APPENDIX "E" - SIGNATORY EMPLOYERS**

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The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective January 18, 2016, the following employers have authorized CLR to bargain a new Teamsters Union Local 213 Standard Agreement with Teamsters Union Local 213 and to sign such Agreement on their behalf.

1. BelPacific Excavating & Shoring Ltd. Partnership
2. Brasco International Inc.
3. Commonwealth Construction Canada Ltd.
4. HBBC
- 5.. Jacobs Catalytic Ltd.
- 6.. Western Industrial Contractors Ltd.