

# **TEAMSTERS UNION LOCAL 213 AGREEMENT**

This Agreement dated for reference the 1<sup>st</sup> day of May, 2004

**BY AND BETWEEN:**

## **CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.**

(hereinafter referred to as "THE ASSOCIATION")

on it's own behalf, on behalf of it's member Employers who have authorized CLR 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")

**AND:**

## **TEAMSTERS UNION LOCAL No. 213**

affiliated to the International Brotherhood of Teamsters.  
(hereinafter referred to as "THE UNION")

**May 1, 2004 to April 30, 2010**

**Table of Contents**

Clause 1	Objects .....	1
Clause 2	Duration.....	1
Clause 3	Extent .....	1
Clause 4	Wages .....	3
Clause 5	Hours of Labour, Shifts and Call-out Time.....	4
Clause 6	Overtime.....	6
Clause 7	Travel Allowance.....	7
Clause 8	Working Conditions .....	9
Clause 9	Union Shop .....	11
Clause 10	Job Stewards .....	12
Clause 11	Accommodation Out of Town.....	12
Clause 12	Accident Prevention .....	13
Clause 13	Disputes .....	14
Clause 14	Public Relations .....	15
Clause 15	Savings Clause .....	15
Clause 16	Employer and Employee Contributions.....	16
Clause 17	Special Provisions .....	18
Clause 18	Definitions and Clarifications.....	19
Clause 19	Vacations and Statutory Holidays .....	19
Clause 20	Competitive Consideration Clause.....	20
Clause 21	Industrial Construction .....	20
Schedule "A"	Industrial Construction .....	21
Schedule "B"	Industrial Construction Warehouse Personnel .....	24
Schedule "C"	Dependent Contractors .....	25
Commercial-Institutional Addendum	Commercial-Institutional Construction .....	29

---

**CLAUSE 1 -- OBJECTS**

---

- 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.

---

**CLAUSE 2 -- DURATION**

---

- 2.01** This Agreement shall be for the period from and including May 1, 2004 to and including April 30, 2010 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, 2010, 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.

---

**CLAUSE 3 -- EXTENT**

---

**Application**

- 3.01** 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, and on all 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.
- 3.02** 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.

**Sub-Contractors**

- 3.03** 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.
- 3.04** The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of the Agreement on the Sub-Contractor.

**Owner Operators**

- 3.05** Where an Owner Operator performs work for which he has been hired or which he has contracted or sub-contracted, prior to commencing work he shall be required to:

NOTE: Refer to "Letter of Interpretation/Agreement Re Clause 3.05 to 3.08 (Owner Operators) and Schedule "C" (Dependent Contractors).

- (a) Be a member in good standing of the Union.
- (b) Required to supply proof of membership and obtain clearance from the dispatch office.
- (c) Be put on the Company 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 contractor.
- (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 (Clause 17).
- (h) Receive a separate cheque for the base rental of his equipment (at a rate negotiated between the Union and the Employer) minus authorized deductions approved by the member and the Union.
- (i) Where an Owner Operator is requested by the contractor 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, Clauses 7 and 11 re: Travel Allowance and Accommodation shall not apply and instead:

#### **3.05.1. Travel Allowance**

He 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.

#### **3.05.2. 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 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.

#### **3.05.3. 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.

**3.06** 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 Clause 9.02 of this Agreement. It is agreed that the intent of this Clause is to ensure the observance of its provisions for all persons performing work covered by this Agreement.

**3.07** 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.

- 3.08 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 Clause 23 – Competitive Consideration Clause.

---

**CLAUSE 4 -- WAGES**

---

**Hourly Wage Rates**

- 4.01 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.

**Payment of Wages**

- 4.02 The Employer shall, at least every second Friday, pay to each Employee covered by this Agreement all wages earned by the Employees 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.
- 4.03 On projects where two (2) or more shifts are required, the second and third shifts shall be paid every second Thursday.
- 4.04 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.
- 4.05 In the event that an Employee covered by this Agreement ceases, for any reason, to be an Employee of the Employer, the Employer shall pay such Employee not later than the next day after he ceases to be an Employee of the Employer, all wages, salary and holiday pay earned. The Employee shall be entitled to accommodation at no cost, until this provision is met and transportation is made available.
- 4.06 Where an Employee is not paid as provided above, such Employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and all other conditions of the Agreement until there is compliance with the provisions or other arrangements are made between the Employer and the Union.
- 4.07 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 him to reach his point of hire, and in the event that such arrangements include an advance in cash, this shall be deducted from his final pay cheque which shall be mailed to him not later than the following working day to an address designated by the Employee.
- 4.08 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.
- 4.09 Exchange charges, within British Columbia, will be added to the cheque or otherwise provided for by the Employer.
- 4.10 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.

**Higher Wage Rates**

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

**New Classifications**

- 4.13** 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.
- 4.14** 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.
- 4.15** 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 Clause 13.

---

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

---

**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. On industrial jobs, 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 supersede any/all contrary provisions of the Agreement.

**Hours of Work**

- (a) 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.
- (b) 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.
- (c) Notwithstanding (a) and (b), 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.

**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 (1 1/2) times the otherwise applicable straight time hourly wage rate.
- (b) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1 1/2) times the otherwise applicable straight time hourly wage rate.
- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

**Statutory Holidays**

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

**5.03 Shifts**

- (a) Three (3) consecutive days shall constitute a second or third shift. Starting and stopping times maybe varied by up to one (1) hour earlier or later at the Employer's discretion.
- (b)

Day Shift	8 hours pay for 8 hours work	8:00 a.m. to 4:30 pm
Afternoon Shift	8 hours pay for 7 1/2 hours work	4:30 .m. to 12:30 a.m.
Night Shift	8 hours pay for 7 hours work	12:30 a.m. to 8:00 a.m.
- (c) **Underground Shifts**

Day Shift	8 hours pay for 8 hours work
Afternoon Shift	8 1/2 hours pay for 7 1/2 hours work
Night Shift	8 hours pay for 7 hours work
- (d) Overtime rates shall apply after straight time hours worked. (see Clause 6)
- (e) Upon request, employees assigned by the Employer to any shift shall be rotated on a two-week basis if work on another shift is available.

**5.04 Occupied Buildings**

When Teamsters are required to service or work in occupied buildings, provided they do not work on other shifts on the same day or days and provided the work continues for three (3) consecutive days or more, they shall be paid eight (8) hours for seven (7) hours work.

**5.06 Call-Out Time**

Where a man is called out for work and no work is performed, he shall be paid four (4) hours, excepting that in the event the Owner's Engineer suspends work due to inclement weather before any work is performed, he 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 workman has reported to the job site in person in a competent condition to carry out his duties and providing adequate notice has not been given not to report for work.

**5.07** Where a man is called out for work at any time and work is performed, he 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 workman has reported to the job site in person in a competent condition to carry out his duties and providing adequate notice has not been given not to report to work.

**5.08** 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) hour's notice prior to starting time shall be given.

**5.09** 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 Owner's Engineer due to inclement weather, then only actual hours worked shall be paid.

**5.10** Where an Employee reports at the request of his Employer and performs work at overtime rates prior to his regular starting time, such time will be considered as overtime only and will not be considered in calculating his entitlement to be paid from an Employee's regular starting time as far as his guaranteed call out and daily guarantee is concerned.

**5.11** Where arrangements are made prior to a man leaving the work site for work to be done after his shift, he shall, at his Employer's option, either be continued on the payroll as though he were working, in which event he shall be paid overtime at the applicable overtime rate and qualify for meal allowance as applicable (Clause 6.03 and 6.04); or, in the event he is called back to work under arrangements made after he has left the work site, a minimum of four (4) hours at the applicable overtime rate shall be paid.

---

**CLAUSE 6 -- OVERTIME**

---

**6.01** The first two (2) hours of overtime Monday through Friday and the first eight (8) hours worked on Saturday shall be paid at the rate of time and one-half straight time rates. All other overtime inclusive of work on Sundays and/or Statutory Holidays shall be paid at double the straight time

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 ten (10) hours occurs and shall be paid for at the applicable wage rate.

**6.02** On a regular shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. 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. Where work is scheduled for a period of ten (10) hours, there shall be two (2) rest breaks of fifteen (15) minutes each. Where work is required beyond ten (10) hours, a second meal break of one-half (2) hour will be provided at the end of eight

- (8) hours, to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.
- 6.03** 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.
- 6.04** Where an Employee is required to work through the regular established lunch period, such Employee shall be paid the applicable overtime rate and shall be given reasonable time off, not less than fifteen (15) minutes nor more than one-half (1/2) hour, to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.
- 6.05** If a Teamster 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 Teamster shall be assigned to such particular work or machine assignment providing such Teamster is available or except as otherwise agreed.

---

#### CLAUSE 7 - TRAVEL ALLOWANCE

---

- 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: Forty-five cents (\$0.45) 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. Mutual agreement of the parties is required to effect any amount exceeding fifty cents (\$0.50) per kilometre.
- 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 provide 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.

#### Cities, Towns or Villages

- 7.07** On all jobs situated within forty (40) road kilometres of the centre of any city, town or village in which an Employee is a local resident, such Employee will travel daily to and from such jobs at no cost to the Employer.
- 7.08** All mileage to jobs beyond forty (40) road kilometres from such centre will be paid at a rate of forty-five cents (\$0.45) per kilometre each way for such additional mileage to reimburse the Employee for daily travel allowance and wages.

