

TEAMSTERS UNION LOCAL 213 AGREEMENT

This Agreement dated for reference the 1st 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

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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.
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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.
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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 may be 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.

- 7.09** 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.
- 7.10** 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.

Camps

- 7.11** 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.
- 7.12** Vehicles used to transport workmen shall be approved passenger vehicles conforming to public transit standards and operated in compliance with WorkSafe BC regulations.

Vancouver - New Westminister Metropolitan Area

- 7.13** Within the Vancouver-New Westminister Metropolitan Area, extending to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Delta, Surrey, White Rock, Port Coquitlam, Coquitlam and continuing in a direct line from the northern boundary of Coquitlam west to Indian Arm, the Employer will pay an amount of seventy-five cents (\$0.75) per hour for each hour worked to cover all transportation costs, including tolls, to each Employee employed, regardless of his place of residence.

Victoria Metropolitan Area

- 7.14** Within the Victoria Metropolitan Area: that area south and east of a line drawn from the mouth of Muir Creek to the height of land on the Malahat and including the Saanich Peninsula, the Employer will pay an amount of seventy-five cents (\$0.75) per hour for each hour worked to cover all transportation costs, including tolls, to each Employee employed, regardless of place of residence.

Turnaround/Periodic Leave

- 7.15** 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:

| | |
|-------------------|----------|
| 250 km to 500 km | \$100.00 |
| 501 km to 750 km | \$200.00 |
| 751 km to 1000 km | \$250.00 |
| Over 1000 km | \$325.00 |

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 he actually returns to his place of departure. Living-out-allowances shall not be paid during leave periods.

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

CLAUSE 8 -- WORKING CONDITIONS

- 8.01** Lunch periods shall be in accordance with Clause 5.
- 8.02** On a regular shift, two (2) ten-minute (10) 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 up to ten (10) hours, a third rest break will be taken at the end of eight (8) hours, to be paid at straight time rates. 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 (1/2) 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.
- 8.03** Protective clothing essential to the protection of an Employee and his 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.
- 8.04** 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.
- 8.05** Telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.
- 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.
- 8.06** On termination of an Employee, the Employer will provide a termination slip to the Union, which shall state the reason for the Employee's termination, and whether or not he is eligible for rehire. No Employee shall be discharged for other than just cause.
- 8.07** 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.
- 8.08** The Employer must insure the safety of the Employee's tools against fire and burglary while in his employ provided the Employee, when commencing employment, submits to the Superintendent or his 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.

- 8.09** An Employee shall not be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.
- 8.10** One hour's notice of termination shall be given by the Employer or one hour's pay allowed in lieu thereof.
- 8.11 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 him from reporting to work he shall automatically be granted leave of absence until such time as his Doctor states he 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 his Doctor states he can return to work, and upon receipt of such notification, the Employer will put said Employee on the active payroll immediately within his 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, he shall obtain permission, in writing, for the same, from the Employer.
 - (d)** Where an Employee is involved in an accident while on the job, and as a result is unable to perform his work, he shall receive a full day's pay for the day of the accident.

SPECIAL CONDITIONS -- UNDERGROUND WORK

- 8.12** 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.
- 8.13** 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.
- 8.14** 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.
- 8.15** Safety hats (complete with suspension) shall be issued to the Employee, the cost of which shall be deducted from the Employee's first full pay cheque. If and when the hard hat is turned in, the cost of the hat shall be refunded.
- 8.16** On underground operation, lunch shall be eaten on the Employer's time.
- 8.17** Heated dry rooms complete with shower shall be provided.
- 8.18** 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 his own station. The Employer shall supply sufficient coffee at the lunch break to allow a workman to fill his thermos at the lunch break, as well as receive lunch period coffee.
- 8.19** Where camps are maintained, the Employer agrees to supply hot soup at lunch break.

CLAUSE 9 -- UNION SHOP

9.01 Dispatch Office

The Union shall maintain a Dispatch Office or Offices from which the Employer shall hire all Employees. Only Dependent Contractors and Owner Operators will be dispatched on a name request basis.

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 he normally operates, as recorded on his 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 Clause 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 or the said Employee is denied by WorkSafeBC, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by the WorkSafe BC.

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 him forthwith.

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

9.09 Affiliation Clause

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

(b) Commercial-Institutional

The Union agrees to waive the second sentence of Clause 9.09 for the term of this Agreement. However, the Union may trigger the use of the second sentence of Clause 9.09 by notifying the Employer not later than fifteen (15) days prior to the bid closing on any job. This waiver is not to be misconstrued to include any work falling within the Union's jurisdiction.

- 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.

CLAUSE 10 -- JOB STEWARDS

- 10.01** Shop 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 his duties.
- 10.02** In the event of a layoff or reduction in the work force, the Shop 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 men 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.

CLAUSE 11 -- ACCOMMODATION OUT OF TOWN

- 11.01** The following accommodation conditions shall apply to all Employees other than local residents as defined in Clause 20 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. 1987 - 1997.
- 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

Either:

- (a)** Living out allowance (LOA) on the basis of \$85.00 on a seven days per week basis. Effective January 1, 2006, LOA will increase to \$90.00 and effective May 1, 2007 to \$95.00 per day and effective May 1, 2009 increased to \$100.00 per day.

- (b) Accommodation plus \$45.00 for meal allowance on a seven (7) days per week basis. Effective January 1, 2006, meal allowance to increase to \$50.00 per day and effective May 1, 2007 to \$52.50 and effective May 1, 2009 to \$55.00. 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.
- (c) When an Employee is absent from work and does not furnish the Employer's representative on the job with satisfactory evidence of illness or accident, he will forfeit accommodation and meal allowance costs for the day he is 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.
- (d) 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.

11.08 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.

CLAUSE 12 – ACCIDENT PREVENTION

- 12.01 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 WorkSafe BC regulations or posted Company safety regulations, after being duly warned, shall be sufficient cause for dismissal.
- 12.02 Any Employee may refuse to work where, in his 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 his opinion, there is any reasonable doubt as to the safety of the unit or if he feels it is improperly loaded. He may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.
- 12.03 The Employer will supply all safety hats on a charge-out basis, at cost, such cost to be deducted from the Employee's earnings and refunded at such time as the Employee returns such equipment to the Employer in reasonable condition subject to normal wear and tear.
- 12.04 On projects where there is a Shop Stewards Committee, the Head Job Steward or, where there is a Safety Committee, a Union Representative of this Committee, shall accompany the WorkSafe BC Inspector on all project inspections and such Steward or Safety Committee Member shall represent all Trades on the project.
- 12.05 Copies of the minutes of Safety Meetings shall be forwarded, promptly, each month to the Union Office.

CLAUSE 13 -- DISPUTES

13.01 B.C. Jurisdictional Work Assignment Plan

- (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 his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in 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.

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 workmen 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, his 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. He 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 Chairman, but failing to do so within this time, they shall jointly request the Minister of Labour for British Columbia to appoint such Chairman.
- (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 Chairman of the Board of Arbitration shall be borne equally by the parties to the grievance. Where mutually agreed, the three (3) man 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.

CLAUSE 14 -- PUBLIC RELATIONS

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

CLAUSE 15 -- SAVINGS CLAUSE

- 15.01** 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.

