

TEAMSTERS UNION LOCAL 213 STANDARD C/I 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 its 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

The provisions of this Agreement shall supersede any/all contrary application and/or interpretation of the Teamsters Union Local 213 Standard Agreement. All provisions of the Teamsters Union Local 213 Standard Agreement not otherwise modified herein shall remain in full force and effect.

This Agreement shall govern only commercial/institutional work which is within the work jurisdiction of the teamsters and which is being performed by bargaining unit members who are employees of Western Industrial Contractors Ltd., and any additional CLR contractors that perform commercial/ institutional work.

1. (a) Unless otherwise mutually agreed by the parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the Teamsters Union Local 213 Standard C/I Agreement, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU affiliate union(s).
- (b) The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

Industrial construction shall be defined as: 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 to by 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.

2. The Employer may contract out work where the Employer: (a) cannot perform the work in a manner that is competitive in terms of cost, or quality, or within required time limits, or (b) the prime contract requires the contractor to accept the lowest qualified tender price for any/all subcontracted work.
3. The Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.
4. The schedules of minimum straight time hourly wage rates as provided for within Schedules "A1" and "A2" attached shall apply to all work performed in accordance with this Agreement with respect to equipment operators. A minimum monetary package increase of \$1.53 per hour for Groups 1 through 8 (and \$1.36 per hour for Group 9) shall apply to all work performed inside the Lower Mainland/Fraser Valley over the duration of this Agreement. A minimum monetary increase of \$1.20 per hour shall apply to all work performed outside the Lower Mainland/Fraser Valley over the duration of this Agreement.

In addition to such minimum increases, the parties shall meet in January 2013 and January 2014, and shall mutually agree as to any additional increases to the monetary package which may apply effective May 1, 2013 and April 1, 2014 respectively. In the event the parties do not reach mutual agreement within fifteen (15) calendar days, the matter shall be referred to Mr. Michael Fleming, Arbitrator. Mr. Fleming shall be empowered to make binding recommendations, orders and/or declarations with respect to such wage re-openers. Mr. Fleming shall have the right to determine his own process and procedures including mediation and/or arbitration.

5. Not applicable.

- 6. The schedules of Employer contributions and employee deductions as provided for within Schedule "B" shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of hours worked.
- 7. The payment of a metro travel premium has been discontinued effective July 27, 2012. In its place, a premium of one dollar (\$1.00) per hour earned shall apply to the minimum straight time hourly wage rate for work performed inside the Lower Mainland/ Fraser Valley. The rates included within Schedule "A1" are inclusive of such premium.
- 8. Annual vacation pay and statutory holiday pay shall be combined at the total rate of eight percent (8%) of gross earnings, and shall be paid to each employee on each pay cheque and upon termination of employment. The Friday preceding Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.

Effective July 27, 2012, annual vacation pay and statutory holiday pay was changed from twelve percent (12%) to eight percent (8%) on C/I projects. However, the straight time hourly wage rate for each employee classification was increased accordingly to offset the four percent (4%) reduction. As a result, the total monetary package was NOT reduced as a result of this change.

- 9. The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon shift and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift. The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all Apprentice/Trainee employee classifications shall be recalculated accordingly. Such shift premium shall be paid on straight time hours only in accordance with the following schedule. Second and subsequent meal breaks shall not be considered as hours worked. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

Day Shift	No shift premium.
Afternoon Shift	The applicable minimum straight time hourly wage rate shall be increased by eight percent (8%) for each hour worked on any shift which commences at any time after 10:00 am but on or before 8:30 pm.
Night Shift	The applicable minimum straight time hourly wage rate shall be increased by seventeen percent (17%) for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am.

- 10. When a non local resident employee is employed on an out-of-town project, the Employer shall supply an "employer supplied room plus daily meal allowance" or, with the mutual agreement of such employee, shall pay a daily "living out allowance" in lieu thereof. The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis. Such terms shall be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel. Employers are advised that if such mutual agreement, in writing, cannot be provided to the Union within one (1) week request, the industrial standards for daily travel and initial and terminal travel shall apply.

11. On a regular work week, the first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. On a compressed work week, 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.
12. Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and Employer. When all employees on the crew are sent home on the same day, they shall be provided the same opportunity to work Saturday at straight time, although each employee shall retain the right to decline such opportunity.
13. The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of Teamster Union Local 213 members employed on such project.
14. After there are two (2) teamsters cleared through the dispatch system to a specific commercial/institutional project, the Employer may exercise the option to obtain employees elsewhere, it being understood that employees so hired shall meet the Union qualifications and shall possess the skills, ability and expertise to perform the available work.
15. 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.

16. FLEX HOURS

On projects involving two (2) or more trades, the hours of work shall be determined by the prime contractor after consultation with the unions involved and the sub-contractors.

On single trade projects the contractor shall determine the hours of work after consultation with the appropriate union.

The foregoing arrangements shall be made within the following parameters:

- (a) The regular work day shall be eight (8) hours and one-half (1/2) hour mid-shift lunch break (eight (8) hours plus one-half (1/2) hour mid-shift lunch break for those trades having same as the established work day). Such hours may be established as a continuous period anywhere between the hours of 7:00 a.m. and 5:00 p.m. in the regular work day without penalty.
- (b) Exceptions to the above starting times may be made for concrete pouring and finishing jointly, use of cranes and pumping equipment, etc. on the understanding that such exceptions or variations are established at the outset of the job or project and are not subject to changes on a day to day basis. Such exceptions must be established between the hours of 7:00 a.m. and 5:00 p.m.
- (c) Where arrangements have been made regarding the work day as outlined above, such arrangements will supersede any possible conflicting terms of the existing agreements during the term of this Agreement.


(d) Once established as above, there will be no further change unless there is further consultation with the respective parties.

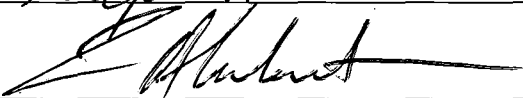
17. The attached list of employee classifications and groups shall apply on commercial/ institutional projects.

Dated this 19th day of October, 2018

Signed on behalf of:

Construction Labour Relations Association of BC





Dated this 19th 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 commercial and/or institutional 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 (8%)	Employer Contributions								Total Package
			Health & Welfare Plan	Pension Plan	CLR Dues	CIRP	JAPlan	BCBCBTU Fund	Training Trust Fund	BRL Fund	
* Group 1	30.78	2.46	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	41.79
* Group 2	30.37	2.43	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	41.35
* Group 3	30.05	2.40	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	41.00
* Group 4	29.88	2.39	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	40.82
* Group 5	29.71	2.38	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	40.64
* Group 6	29.61	2.37	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	40.53
* Group 7	29.38	2.35	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	40.28
* Group 8	29.13	2.33	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	40.01
* Group 9	23.30	1.86	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	33.71

> 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 Group Description.

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

Schedule "A2" shall apply to all commercial and/or institutional projects which are located outside the Lower Mainland/Fraser Valley.

"Outside" Lower Mainland/Fraser Valley

Effective May 01, 2016 to April 30, 2019

Employer Contributions

Group Number	Minimum S.T. Hourly Wage Rate	Vac & Stat Holiday Pay (8%)	Health & Welfare Plan	Pension Plan	CLR Dues	CIRP	JAPlan	BCBCBTU Fund	Training Trust Fund	BRL Fund	Total Package
* Group 1	29.78	2.38	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	40.71
* Group 2	29.37	2.35	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	40.27
* Group 3	29.05	2.32	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	39.92
* Group 4	28.88	2.31	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	39.74
* Group 5	28.71	2.30	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	39.56
* Group 6	28.61	2.29	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	39.45
* Group 7	28.38	2.27	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	39.20
* Group 8	28.13	2.25	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	38.93
* Group 9	22.50	1.80	3.10	4.88	0.11	0.02	0.01	0.01	0.32	0.10	32.85

> 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 Group Description.

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

Schedule "B" shall apply to all commercial and/or institutional 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
* Employer Contributions									
Health and Welfare Plan	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10
† Pension Plan	4.88	4.88	4.88	4.88	4.88	4.88	4.88	4.88	4.88
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
Total Employer Contributions	8.55	8.55	8.55	8.55	8.55	8.55	8.55	8.55	8.55
Employee Deductions									
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
Total Employee Deductions	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Total Employer Hourly Remittances:									
ST	9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40
1.5x OT	9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40
2x OT	9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40	9.40

* 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.

* 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 commercial and/or institutional projects province wide.

Province Wide		Effective May 01, 2016 to April 30, 2019
Group	Group Description	
1	<ul style="list-style-type: none"> > 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) > Lowbeds - over 150 tons 	<ul style="list-style-type: none"> > * 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) > Warehouseman - Class I - (See Addendum for Job Description)
2	<ul style="list-style-type: none"> > Bottom Dumps - all makes - Trailers and Semi-Trailers Dumps - forty-five (45) yards to sixty-five (65) yards > Concrete Buggies, scootcrete or converted equipment, whichever is greater - sixteen (16) yards and over 	<ul style="list-style-type: none"> > * End Dump Trucks (measured capacity of dump, but including side boards if used): thirty-six (36) yards - less than sixty (60) yards
3	<ul style="list-style-type: none"> > Logging Trucks > Transit Mixers, agitators, mobile mix and all other similar vehicles over thirteen (13) yards 	<ul style="list-style-type: none"> > * End Dump Trucks (measured capacity of dump, but including side boards if used): twenty-four (24) yards - less than thirty-six (36) yards
4	<ul style="list-style-type: none"> > Concrete Buggies, scootcrete or converted equipment, whichever is greater ten (10) yards up to sixteen (16) yards > Transit Mixers, agitators, mobile mix and all other similar vehicles - nine (9) yards and up to thirteen (13) yards > Lowbeds - 100 tons and up to 150 tons 	<ul style="list-style-type: none"> > * End Dump Trucks (measured capacity of dump but including side boards if used): twelve (12) yards - less than twenty-four (24) yards > Straddle Carriers, if equipped with crane > Warehouseman - Class II (See Addendum for Job Description)
5	<ul style="list-style-type: none"> > Bottom Dumps, all makes, Trailers and Semi-Trailers Dumps less than forty-five (45) yards > Load Luger and similar equipment three (3) tons and over > Lowbeds up to one hundred (100) tons 	<ul style="list-style-type: none"> > Straddle Carriers > Large Tilt Trailers
6	<ul style="list-style-type: none"> > "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 > Concrete Buggies, scootcrete or converted equipment, whichever is greater - up to ten (10) yards > Transit Mixers, agitators, mobile mix and all other similar vehicles up to nine (9) yards 	<ul style="list-style-type: none"> > * End Dump Trucks (measured capacity of dump, but including side boards if used): eight (8) yards - less than twelve (12) yards > Nodwells, Bombardiers and similar equipment > Service Truck Driver
7	<ul style="list-style-type: none"> > "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 > Asphalt Spray Trucks - Semi-Trailers > Dispatcher > Dumptrons (Mules) > Water Trucks four thousand (4,000) gallons and over (does not include semis or trailers) 	<ul style="list-style-type: none"> > * End Dump Trucks (measured capacity of dump, but including side boards if used): less than eight (8) yards > Flat Deck Trucks ten (10) tons and over > Forklifts, Lumber stackers, cranemobiles, etc. over four (4) tons lifting capacity > Fuel trucks - four thousand (4,000) gallons and over (does not include semis or trailers) > Semi-Trailers, Pole Trailers
8	<ul style="list-style-type: none"> > Asphalt Spray Trucks > Farm type Tractors > Flat Deck Trucks up to ten (10) tons > Forklifts, Lumber stackers, cranemobiles, etc. up to and including four (4) tons lifting capacity > Fuel trucks up to four thousand (4,000) gallons 	<ul style="list-style-type: none"> > Manhaul, Crummie, Bus and all equipment transporting personnel (requires "Class 2" Licence) > Power Wagons (with and without winch) > Water Trucks up to four thousand (4,000) gallons > Warehouseman - Class III - (See Addendum for Job Description)
9	<ul style="list-style-type: none"> > Pickup and Panel Trucks and Pilot cars and similar equipment > † Warehouse Trainee Class IV - (See Addendum for Job Description) 	<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"> > End Dump Trucks equipped with side winders - add ten cents (\$0.10) per hour > End Dump Trucks with Small Tilt Trailer - add ten cents (\$0.10) per hour > End Dump Trucks with Pup Trailer - add thirty cents (\$0.30) per hour 	

APPENDIX "C" - SIGNATORY EMPLOYERS

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 C/I 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
6. Western Industrial Contractors Ltd.