

**TEAMSTERS 213**

**INTERIOR/KOOTENAY ROAD BUILDING AGREEMENT**

**2002 - 2005**

**DON McGILL**  
**Secretary-Treasurer**

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**2002/2005 TEAMSTERS 213 INTERIOR/KOOTENAY ROAD BUILDING AGREEMENT**

THIS AGREEMENT made and entered into this            day of            , 2003.

**BY AND BETWEEN:**        **DAWSON CONSTRUCTION LIMITED**  
P.O. Box 345  
Kamloops, B.C. V2C 5K9

(hereinafter referred to as "the Employer")

**AND:**

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

(hereinafter referred to as "the Union")

**PREAMBLE**

The above referenced parties having entered into collective bargaining hereby agree to establish a Kamloops/Interior Road Building Industry Standard Agreement to cover the geographical area described as:

**The area between the 49<sup>th</sup> and 53<sup>rd</sup> parallels, east of the direct line between the western boundary of the municipality of Hope and Margaret Bay to the B.C./Alberta Border.**

**CLAUSE I - OBJECTS**

The objects of this Agreement are to: stabilize the Construction Industry; provide fair and reasonable working conditions and a job security for employees in the Industry; promote harmonious employment relationships between Employers and employees; provide mutually agreed methods of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes, lockouts and work stoppages; enable the skills of both Employers and employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

(Clause applicable to Dependent Contractors.)

**CLAUSE II - DURATION**

This Agreement shall be in full force and effect from and including March 1<sup>st</sup>, 2002 to and including February 28<sup>th</sup>, 2005 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date of February 28<sup>th</sup>, 2005, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the

other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect, until the Union shall strike, or the Company shall lockout or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

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

(Clause applicable to Dependent Contractors.)

### **CLAUSE III - EXTENT**

#### **(a) Application**

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

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

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

(Clause applicable to Dependent Contractors.)

#### **(b) Sub-Contractors**

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

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

payments.

(Clause applicable to Dependent Contractors.)

(c) **Owner Operators**

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

(Clause applicable to Dependent Contractors.)

(d) **Rented Equipment**

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

(Clause not applicable to Dependent Contractors.)

(e) **Protection of Agreement**

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

(Clause applicable to Dependent Contractors.)

(f) **Pre-Job Meeting**

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

(Clause applicable to Dependent Contractors.)

**CLAUSE IV - WAGES**

(1) **Hourly Wage Rates**

The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Schedule "A", hereto annexed, in respect of the various classifications therein

contained. Schedule "A" shall be deemed to be contained in and form a part of this Agreement.

(Clause not applicable to Dependent Contractors.)

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

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

(Clause not applicable to Dependent Contractors.)

**(3) Vacation and General Holidays - See Addendum Page 42**

Vacation and General Holiday pay shall be accrued at the rate of twelve and one-half percent (12½%) of gross earnings (six percent (6%) for Annual Vacation and six and one-half percent (6½%) for General Holidays), and shall be paid to the employee upon termination of employment, or when an employee takes his Annual Vacation. If requested in advance by the employee, Vacation and General Holiday pay shall also be paid on the last regular payday in March, June, September, and prior to Christmas for those working at the time.

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

The recognized holidays are:

- |                        |                  |
|------------------------|------------------|
| New Year's Day         | Labour Day       |
| Good Friday            | Thanksgiving Day |
| Easter Monday          | Remembrance Day  |
| Victoria Day           | Christmas Day    |
| Canada Day             | Boxing Day       |
| First Monday in August | Heritage Day     |

and any day declared a public holiday by the Federal and/or Provincial Government.

In the event that any additional day or days are declared public or provincial holidays by the Federal and/or Provincial Government, then such holidays shall be recognized and the general holiday pay shall be increased by one-half of one percent (0.5%) for each additional day.

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

When a General Holiday falls on a Tuesday, Wednesday or

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

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

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

(d) **Payment of Wages**

The Employer shall, at least every second Friday, pay to each employee covered by this Agreement all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular payday, payment will be made the preceding day. Second shift to be paid at least every second (2<sup>nd</sup>) Thursday.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until payment of wages, or other arrangements are made between the Employer and the Union.

In the event that an employee covered by this Agreement ceases, for any reason, to be an employee of the Employer, the Employer shall pay such employee not later than the next working day after he ceases to be an employee of the Employer all wages, salary and holiday pay earned by such employee. As directed by the employee, a cheque mailed to the address of the employee, or to the Union Office within the time as specified above, shall constitute payment in accordance with the provisions of the Agreement.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer and shall receive 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.

The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time rate and at overtime rate, the wage rate and total deductions from the amount earned.

Where retroactive pay is payable under the terms of this

Agreement, such payment shall be paid by separate cheque.

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

(Clause not applicable to Dependent Contractors.)

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

A. Before members are dispatched to any Employer who is not a member of the B.C. Road Builders Association, such Employer shall, if demanded by the Union, post a bond or an irrevocable letter of credit, in a form which shall be suitable to the Union in an amount of eight thousand five hundred dollars (\$8,500.00) for each employee who will be placed on the Employer's payroll for use in default of payment of wages, Welfare contributions, vacation pay, General Holiday pay, or any other contributions or payments provided by this Agreement. When no longer required, such bond or irrevocable letter of credit shall, by mutual consent of the Union and the Employer concerned, be terminated.

B. Where there has been a payroll failure by an Employer or where an Employer has failed to remit trust funds as provided for elsewhere in this Agreement, the Employer shall, upon demand by the Union:

(i) make available at the Employer's premises all payroll records to the Union for examination; and/or

(ii) post a bond in a form which shall be suitable to the Union in the amount of eight thousand five hundred dollars (\$8,500.00) for each employee who was on the Employer's payroll during the immediately preceding six (6) months. In lieu of the bond, Employers who are not members of the B.C. Road Builders Association shall submit an irrevocable letter of credit upon request of the Union.

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

(Clause applicable to Dependent Contractors.)

(f) **New Classifications**

As and when types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedule, the B.C. Road Builders

Association shall promptly negotiate with the Union a wage rate for such equipment or work method.

Every effort will be made to conclude the negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day notice in writing is given by either party to commence negotiations.

In the event of disagreement, the question of a rate to be paid shall be referred to Arbitration per the provisions of Clause XIV.

(Clause applicable to Dependent Contractors.)

(g) **Higher Wage Rates**

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

(Clause not applicable to Dependent Contractors.)

(h) **Lesser Rate of Pay**

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

(Clause not applicable to Dependent Contractors.)

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

(a) **Regular Hours - Refer to Addendum Page 40**

Seven and one-half (7½) hours shall constitute a day's work and between the hours of 8:00 a.m. and 4:30 p.m.; five (5) days shall constitute a week's work, i.e. Monday, 8:00 a.m. to Friday, 4:30 p.m. The start of the work week shall be Monday 8:00 a.m. except as provided below.

(Clause not applicable to Dependent Contractors.)

(b) **Shifts**

When a second shift is required and continued for three (3) consecutive days or more, seven (7) hours of work shall constitute the second shift for which eight (8) hours pay will be paid.

When a second shift is to be worked it shall commence not later than two (2) hours after the completion of the first

shift.

When a third shift is required and continued for three (3) consecutive days or more, seven (7) hours of work shall constitute the third shift for which nine (9) hours pay will be paid.

Shift differential on straight time days shall be paid at straight time and, on overtime days, at the prevailing overtime rate. All hours worked in excess of seven (7) hours on additional shifts shall be paid for at overtime rates. When additional shifts are worked for less than three (3) consecutive days, such work shall be considered overtime and paid for at the overtime rates provided.

When the Employer wishes to operate a project, or any part or parts thereof on a three-shift basis, and provided the shifts are continued for three (3) or more consecutive days, then the starting time of the work week shall be 12:01 a.m. Monday (in which case the work week will end at 12:00 midnight, Friday).

Any subsequent change in the start of the work week shall be made only after agreement has been reached with the Union.

(Clause not applicable to Dependent Contractors.)

(c) **Shift Rotation**

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

(Clause not applicable to Dependent Contractors.)

(d) **Variations**

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

- (1) When working hours are changed to obey fire prevention regulations made under the "Forest Act", or
- (2) Where it is agreed between the Employer and the Union to vary the starting times; then, a majority of the employees on the job shall decide the issue. A ballot vote shall be taken on the job under the supervision of the Employer Representative and a person designated by the Union.
- (3) Where, for the purpose of utilizing daylight hours, it is

agreed between the Employer and the Local Union to vary the starting time from 8:00 a.m., each shift shall consist of seven (7) hours work for which eight (8) hours shall be paid.

- (4) On paving projects where a single shift is established which encompasses part of the second shift and part of the third shift, the shift differential shall be two (2) hours.
- (5) Employees shall decide on such variations per the provision in number two above.

(Clause not applicable to Dependent Contractors.)

(e) **Call-Out Time - Refer to Addendum Page 40**

Where a man is called out for work and no work is performed he shall be paid for four (4) hours.

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

- (1) On regular shifts at straight time;
- (2) On Saturdays, Sundays and General Holidays at the prevailing overtime rates;
- (3) Where a man is called out for work at any time and work is performed he shall be paid a minimum of:
  - (a) on regular shifts, four (4) hours at straight time;
  - (b) on overtime days, four (4) hours at the prevailing overtime rates;
  - (c) after the regular shift, employees called to work shall receive a minimum of four (4) hours pay at the prevailing overtime rates;

provided, 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. 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.

Each employee shall provide the Employer with his telephone number where he may be reached and the Employer shall fulfill the obligation of the above paragraph by contacting that telephone number.

The Employer shall pay to every employee covered by this Agreement who works in excess of four (4) hours and less than seven and one-half (7½) hours in any one shift, at least seven and one-half (7½) hours wages for each such shift, provided the employee is available for work.

If the employee works more than four (4) hours on Saturday, Sunday or a General Holiday, he shall receive a minimum of seven and one-half (7½) hours pay at the prevailing overtime rate.

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

(Clause not applicable to Dependent Contractors.)

**CLAUSE VI - OVERTIME - Refer to Addendum Page 40**

- (a) All hours worked outside the regular hours, or the accepted variations therefrom, and outside the established shift hours, shall be considered overtime until a break of eight (8) hours occurs, and shall be paid for at the following rates:

Monday through Friday: over seven and one-half (7½) hours and up to and including ten (10) hours time and one-half; over ten (10) hours, double time.

Saturday: time and one-half for all hours worked up to and including ten (10) hours; over ten (10) hours, double time.

Sunday and General Holidays: double time for all hours worked.

(Clause not applicable to Dependent Contractors.)

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

When employees are required to work extended daily hours in excess of ten (10) hours, the Employer shall be required to provide a meal at no cost to the employees, for those involved. The time required for the consumption of the meal shall be considered as time worked, and shall not be less than

one-half ( $\frac{1}{2}$ ) hour, and this break shall occur not more than six (6) hours after the last meal time. Should an employee be requested to continue work then an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

(Clause not applicable to Dependent Contractors.)

- (c) Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate and shall be given one-half ( $\frac{1}{2}$ ) hour to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

(Clause not applicable to Dependent Contractors.)

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

(Clause applicable to Dependent Contractors in camp.)

#### **CLAUSE VII - TRANSPORTATION**

- (a) **Hiring and Termination - Refer to Addendum Page 40**

- (1) When upon commencing employment on a job men are required to travel to the job, they shall receive from the Employer the cost of transportation from the transportation terminal nearest to the employee's domicile, including meals, travelling time and a sleeper if night travel is necessary.
- (2) If an employee voluntarily quits when having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted by the Employer.
- (3) If an employee is terminated (not for cause), takes sick, is injured, or leaves the job for authentic compassionate grounds, cost of return transportation, meals and a sleeper if night travel is necessary and travel time shall be paid by the Employer.
- (4) If an employee quits or is discharged when having been on the job for thirty (30) calendar days, return transportation, meals, travelling time, and a sleeper, if night travel is necessary, shall be paid by the Employer. Travel time shall be paid in accordance with Paragraph 5.

- (5) Subject to the same conditions as govern transportation, seven and one-half (7½) hours pay at straight time will be paid each calendar day or portion thereof travelling or waiting for transportation. When the time required to travel to the job, check in and receive accommodation is less than seven and one-half (7½) hours, the employee may be required to work until seven and one-half (7½) hours have elapsed since his departure from his place of domicile.

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

- (6) If the Employer fails to provide work and requires an employee to stand by for more than two (2) consecutive shifts, the employee, at his option, shall be deemed to have been laid off, and the cost of return transportation, meals and a sleeper, if night travel is necessary, and travel time shall be paid by the Employer. Call-out time without work does not constitute work provided.
- (7) Men dispatched to jobs before jobs are ready will be paid waiting time at the regular rate until the job starts, or have their transportation paid return.
- (8) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with pay for seven and one-half (7½) hours at straight time. Immediate family means: wife, mother, father, brother, sister, children, mother-in-law, father-in-law, and grandparents.

(Clause not applicable to Dependent Contractors.)

**(b) Local Transportation - Refer to Addendum Page 40**

**(1) Cities, Towns or Villages:**

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

On all jobs situated beyond eight (8) kilometers (five (5) road miles) from such centres, such employees will

receive thirty-seven and one-half cents (37½¢) per km. (sixty cents (60¢) per mile) each way as a daily travel allowance up to a distance of thirty-two (32) km. (twenty (20) miles), or a total of forty (40) km. (twenty-five (25) road miles) from such centres. All additional mileage to jobs beyond forty (40) km. (twenty-five (25) road miles) from such centres will be paid at a rate of forty-four cents (44¢) per km. (seventy cents (70¢) per mile) each way for such additional mileage to reimburse the employee for daily travel allowance and travelling time.

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

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

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

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

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

provide a standard travel allowance which may be determined upon the commencement of the project for the mutual advantage of both the Employer and the employees.

(Clause not applicable to Dependent Contractors.)

(2) **Camps - Refer to Addendum Page 41**

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

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

- (b) Employees assigned to drive buses or manhuals shall report a minimum of thirty (30) minutes prior to their regular starting time to start, warm up and carry out a safety check of the vehicle. This period to be paid for at the appropriate overtime rates.

- (c) **On paving jobs** only where a majority of employees desire to use **their personal** transportation from the hotel/motel to the project, a travel allowance may be mutually agreed to between the **Business Agent** of the Union and the Employer.

(Clause not applicable to Dependent Contractors.)

(3) **Periodic Leave**

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

The scheduling and duration of these periodic leaves will be established by agreement with the employees, however the Employer shall have the right to vary the schedule within the above time periods due to inclement weather.

Where the Employer schedules a periodic leave due to inclement weather all employees on the payroll shall be paid fare and expenses both ways regardless of length of time on the job.

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

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

(Clause not applicable to Dependent Contractors.)

(4) **Metropolitan Areas**

In lieu of payment for local transportation cost regardless of the employee's place of residence, each Employer shall pay to each employee employed within the Metropolitan Area as defined below, seventy-five cents (75¢) per hour for each hour for which wages are payable hereunder. Such amounts shall be paid in the pay period and shall be part of gross earnings.

**Vancouver - New Westminster Metropolitan Area**

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

**Victoria Metropolitan Area**

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

(Clause not applicable to Dependent Contractors.)

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

(a) **Training and Upgrading**

Effective March 1<sup>st</sup>, 1990, the Employer shall make contributions at the rate of twenty-four cents (24¢) per hour for which wages are payable hereunder for each Employee and/or Owner Operator/Dependent Contractor covered by this Agreement.

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

(Clause applicable to Dependent Contractors.)

(b) **Teamsters Advancement Fund**

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

(Clause not applicable to Dependent Contractors.)

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

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

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

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

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

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

(Clause applicable to Owner Operators/Dependent Contractors.)

(d) **Construction Industry Rehabilitation Fund**

Effective March 1<sup>st</sup>, 1990, the Employer shall make contributions at the rate of two cents (2¢) per hour for each

hour for which wages are payable hereunder for each employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

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

**CLAUSE IX - WORKING CONDITIONS**

- (1) Lunch periods shall be at mid-shift. (Applicable to Dependent Contractors.)
- (2) The Employer shall allow each employee two (2) breaks of ten (10) minutes each, but not more in a work shift. Time of breaks shall be mutually agreed upon. (Applicable to Dependent Contractors.)
- (3) Essential protective clothing and rainwear shall be supplied at no charge to the employee. In the event that an employee does not return the foregoing items supplied to him by the Employer, the Employer shall charge the cost of same to the employee and deduct this cost from any money owing to the employee. (Not applicable to Dependent Contractors.)
- (4) Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided, as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside, and cleaned daily; toilet paper will be provided. (Applicable to Dependent Contractors.)
- (5) Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied during the summer months. (Applicable to Dependent Contractors.)
- (6) If requested by the Union or employee, the Employer will provide, within three (3) calendar days, a termination slip which shall state the reason for the employee's termination and whether or not he is eligible for rehire. (Not applicable to Dependent Contractors.)
- (7) A lock-up shall be provided for employees for drying clothes and dressing rooms, as well as a lunch room. The lock-up shall have tables and benches with provisions for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up cleaned out daily and kept cleared of building material and other construction paraphernalia. Additional shelters shall be provided for

employees to eat their lunch as may be required. (Applicable to Dependent Contractors.)

- (8) In case of fire or burglary on property or premises provided by the Employer, the Employer shall protect the value of an employee's personal belongings up to a total of Three Hundred and Fifty Dollars (\$350.00). The Employer shall also provide fire and burglary insurance for the employee's required tools to a total value of the tools, tool for tool, make for make, provided an inventory of tools is filed with the Employer. The Employer shall supply the required forms and obtain the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage will commence at the date of the filing of the inventory with the Employer. (Not applicable to Dependent Contractors.)
- (9) The Employer shall pay the cost of obtaining operators' licences other than those required under the Motor Vehicles Act for employees covered by this Agreement. (Not applicable to Dependent Contractors.)
- (10) No employee will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interests of the Union. (Applicable to Dependent Contractors.)
- (11) One (1) hour's notice of termination will be given by the Employer or one hour's pay allowed in lieu thereof. (Not applicable to Dependent Contractors.)
- (12) Where an employee is involved in an accident while on the job and as a result is unable to perform his work, he shall receive a full day's pay for the day of the accident. (Not applicable to Dependent Contractors.)
- (13) **Special Conditions, Underground:** refer to the Collective Agreement between the Union and the Construction Labour Relations Association of B.C. (Not applicable to Dependent Contractors.)
- (14) The Employer shall allow time off work without pay to any man who is serving on a Union Committee, or for the purpose of serving as a Union delegate to any conference or function provided that this can be done without cost to the Employer. (Not applicable to Dependent Contractors.)

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

#### CLAUSE X - UNION SHOP

(a) **Dispatch Offices**

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

(Clause applicable to Dependent Contractors.)

(b) **Hiring**

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

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

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

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

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

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

(Clause not applicable to Dependent Contractors.)

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

The Union shall have the exclusive right to determine who is a

member in good standing.

(Clause applicable to Dependent Contractors.)

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

(Clause applicable to Dependent Contractors.)

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

(Clause applicable to Dependent Contractors.)

#### **CLAUSE XI - JOB STEWARDS**

- (a) Job Stewards shall be recognized on all jobs and shall not be discriminated against. All Job Stewards shall be appointed by the Business Representatives of the Local Union and the Employer shall be notified in writing. The job superintendent or foreman shall be notified by the Union of the name or names of such Job Stewards and in the event of a layoff or reduction in the work force, such Job Stewards shall, at all times, be given preference of continued employment until completion of the work unless otherwise agreed between the Parties hereto. Time shall be given to the Job Stewards to carry out their duties.
- (b) The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.
- (c) Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties after first notifying the Employer, superintendent or foreman; however, in no way will they interfere with the men during working hours, unless permission is granted.
- (d) The Employer's representative on site shall provide the Union Business Agent, upon request, with the names of his employees and sub-contractors on the project.

(Clause not applicable to Dependent Contractors.)

#### **CLAUSE XII - ROOM AND BOARD**

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

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

- (b) On jobs where camps are not provided, employees who are not local residents where the work is being performed shall receive first class room and board supplied and paid for by the Employer. An acceptable standard of room and board shall be agreed upon by the Union and the Employer. The standard agreed upon shall be equivalent to the B.C. Road Builders Regulations.

A local resident shall be defined as an employee who has resided at a permanent address within sixty (60) km. (thirty-seven (37) road miles) by the shortest road route of the job for a period of sixty (60) days prior to the commencement of the project.

- (c) Board shall consist of three (3) meals per day with a hot meal to be served at least two (2) hours or less immediately preceding the starting time of any one shift and not more than one (1) hour immediately after completion of a shift.
- (d) Where an employee has moved into an area to work on a job or project, and his employment has been terminated and the said employee does not remain in the area sixty (60) days after termination to qualify as a local resident, and the said employee is hired by the aforementioned Employer or new Employer, the said employee will be treated as a non-resident for all purposes and conditions of this Agreement.
- (e) Any employee who is living in accommodations provided by the Employer (i.e. camp, hotel, motel) may on any weekend vacate or check out of such accommodation and the Employer shall pay him thirteen dollars and fifty cents (\$13.50) per day for each such day checked out.

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

(Entire clause not applicable to Dependent Contractors.)

#### **CLAUSE XIII - ACCIDENT PREVENTION**

- (a) (1) It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act and any refusal on the part of a member to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, no member shall be discharged because he fails to work under unsafe conditions as set out in the regulations. Any refusal of a member to abide by known Workers' Compensation Board regulations or posted Company safety regulations, after being duly warned, will be sufficient cause for dismissal.
- (2) Any employee may refuse to work where, in 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.
- (b) The Employer will supply all safety hats and liners at no cost to the employee provided the employee returns such equipment to the Employer in reasonable condition, subject to normal wear and tear.
- (c) The Head Job Steward or, where there is a Safety Committee, a Union Representative of this Committee shall accompany the Compensation Board Inspector on all project inspections.
- (d) Copies of the Minutes of Safety Meetings shall be forwarded promptly each month to the respective Union office.

(Clause not applicable to Dependent Contractors.)

#### **CLAUSE XIV - DISPUTES**

##### **(a) Jurisdiction**

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

If the dispute is not settled locally, then it shall be referred to the General President of the International Brotherhood of Teamsters, and the General President of the disputing Union.

(b) **Grievances**

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

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

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

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

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

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

- (2) In the event that any grievance involving a question other than discharge is not resolved between the Employer and the Union within twenty (20) days, it may, if mutually agreed, be referred in writing and heard by an

Industry Grievance Panel as provided herein 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) days appoint a member to a Board of Arbitration. The two appointees shall within five (5) 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. The Board of Arbitration shall, within ten (10) 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.

- (3) In the event that any grievance involving discharge is not resolved between the Employer and the Union within ten (10) days of receipt of written notice from the aggrieved Party, such grievance shall, within that time, at the request of either Party, be referred in writing to an Industry Grievance Panel or Board of Arbitration as provided herein or the matter shall be deemed to be waived.

(Not applicable to Owner Operators/Dependent Contractors.)

(c) **Industry Grievance Panel**

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

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

The Industry Grievance Panel shall meet and endeavour to render a decision within five (5) days of receipt of the grievance in writing. In the event that the Panel cannot

arrive at a decision as to the disposition of the grievance within such time, or either Party to the grievance is unwilling to accept the decision, the Panel shall add to its numbers by the selection of a Chairman, with voting rights, from a predetermined list of persons mutually agreed upon by the Parties hereto to act as such. Should one of these persons fail to be appointed or none be able to act, the Minister of Labour of British Columbia shall be requested to appoint a Chairman. The Panel, with the Chairman added, shall meet and hear evidence and shall have all rights, powers, duties, and authorities given to a Board of Arbitration by virtue of the Arbitration Act R.S.B.C., 1960, Chapter 14, and shall render its decision within ten (10) days of receipt of the grievance in writing and its decision shall be final and binding on the Parties to the Grievance.

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

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

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

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

The specified time limits in this Clause shall be strictly

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

(d) **Construction Unions Resolutions Board**

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

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

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

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

**CLAUSE XV - PUBLIC RELATIONS**

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

(Clause applicable to Dependent Contractors.)

**CLAUSE XVI - SAVINGS CLAUSE**

In the event that any Provincial or Federal Statute or Law shall supersede or invalidate any Clauses in this Agreement, such Statute or Law shall prevail over any such Clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof

shall be declared invalid, it is further agreed that the Parties hereto shall meet within the period of sixty (60) days to redraft a new section or portion thereof, which shall be valid and which shall replace the section or portion thereof declared invalid.

If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

(Clause applicable to Dependent Contractors.)

#### **CLAUSE XVII - DUES SUPPLEMENT**

- (a) Effective March 1<sup>st</sup>, 1991, forty-five cents (45¢) per hour dues supplement shall be deducted from each employee and/or Owner Operator/Dependent Contractor, covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15<sup>th</sup>) day of each month following the month in which deductions were made. Owner Operators/Dependent Contractors shall be deducted four dollars and fifty cents (\$4.50) per day when working on a Flat rate or Ton mile rate.

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

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

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

(Clause applicable to Dependent Contractors.)

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

- (b) Effective March 1<sup>st</sup>, 1990 the Employer shall deduct from the Owner Operator/Dependent Contractor's wages at the rate of seven cents (7¢) per hour for which wages are payable hereunder (however, this shall not be compounded on

overtime) for each Owner Operator/Dependent Contractor covered by this Agreement to the Teamsters Local 213 Owner Operator Building, Recreational and Legal Fund and payable by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

(Clause applicable to Dependent Contractors.)

#### **CLAUSE XVIII - METHOD OF PAYMENT OF CONTRIBUTIONS AND DEDUCTIONS**

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

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

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

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

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

(Clause applicable to Dependent Contractors.)

## **CLAUSE XIX - TEAMSTERS BENEFIT PLANS**

### **Health and Welfare**

- (a) Effective March 1<sup>st</sup>, 2002, the Employer shall make contributions at the rate of two dollars and fifteen cents (\$2.15) per hour for which wages are payable hereunder for each employee within the scope of this Schedule to the Teamsters' Local 213 Health and Welfare Plan. Effective March 1<sup>st</sup>, 2003, the Employer shall make contributions at the rate of two dollars and twenty-five cents (\$2.25) per hour.

Effective February 28<sup>th</sup>, 1999, the Employer shall make contributions based on the hours earned. For clarification, "hours earned" means one and one-half (1½) or two times (2x) the contribution rate for overtime hours.

### **Pension**

- (b) Effective March 1<sup>st</sup>, 2002, the Employer shall make contributions at the rate of two dollars and thirty cents (\$2.30) per hour for which wages are payable hereunder for each employee within the scope of this Schedule to the Teamsters' Local 213 Pension Plan. Pension contributions for overtime hours shall be remitted at straight time hourly rates. Effective March 1<sup>st</sup>, 2004, the Employer shall make contributions at the rate of two dollars and forty cents (\$2.40) per hour.

Effective February 28<sup>th</sup>, 1999, the Employer shall make contributions based on the hours earned. For clarification, "hours earned" means one and one-half (1½) or two times (2x) the contribution rate for overtime hours.

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

- (c) In the event an Employer fails to remit contributions to these Plans, in conformity with this section of the Agreement, the Union is free to take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

The Business Representative of Local 213 may inspect, during regular business hours, an Employer's record of time worked by employees and contributions made to these Plans.

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

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

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

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

Where the Employer has failed to comply with (a) and (b) above, then

- (iii) Forty-eighty (48) hours after the Union has delivered the demand for bond or the irrevocable letter of credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the irrevocable letter has been furnished, and such other action shall not be considered a violation of this Agreement.

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

(6) The Employer agrees that he shall:

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

(Clause not applicable to Dependent Contractors.)

#### **CLAUSE XX - PLANS AUDITOR**

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

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

(Clause applicable to Dependent Contractors.)

#### **CLAUSE XXI - RETROACTIVE PAY**

It is agreed and understood that all retroactive pay shall be paid in full within thirty (30) days from date of signing.

This shall apply to all past and present employees.

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

#### **CLAUSE XXII - SPECIAL PROVISIONS AND WAGES**

1. This Agreement and Schedule "A" shall cover every employee of the Employer engaged in the operation of motor vehicles or

mobile equipment as listed in this Schedule "A" with the following exceptions:

- (a) Ambulance;
  - (b) Automobiles or pickups used only for transportation by supervisory personnel, office staff and field engineering crews.
2. Where the Employer operates a warehouse or parts room requiring the services of a warehouseman whether on any construction project or in conjunction with the head office, yard or repair shop, a Teamster warehouseman shall be employed.
- All materials received, warehoused and issued shall be carried by a Teamster.
3. Subject to the foregoing Item One of these Special Provisions (Schedule "A") all operators of every motor vehicle and every piece of equipment as listed in this Schedule "A", used by the Employer in transporting men or material, whether owned by the Employer, leased, hired, or contracted for the Employer or otherwise shall be subject to the terms and conditions of the attached agreement and this Schedule "A" and no other agreement.
4. If the Employer works four (4) or more employees on the same shift on any project or in a permanent area under the jurisdiction of Local 213 of the Teamsters Union, a Teamsters Working Foreman shall be employed at ten percent (10%) over the highest classification under his supervision.

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

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

(Clause applicable to Dependent Contractors.)

**CLAUSE XXIII - SENIORITY**

(a) **Company Seniority**

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

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

Any employee subject to a layoff through a reduction of the work force shall have the right to recall for a period of six (6) months from date of layoff.

(Clause not applicable to Dependent Contractors.)

(b) **Project Seniority**

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

(Applicable to Dependent Contractors.)

**CLAUSE XXIV - WAREHOUSE CLASSIFICATIONS**

(a) **Warehouse Foreman**

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

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

**CLASSIFICATIONS AND DUTIES**

(b) **Warehouseman - Class 1**

Fully experienced in all warehouse procedures (Office included) such as Purchasing, Kardex operation, Stock control,

Invoices. Specialized in **ONE** or more of the following: H.D. Parts, Materials and/or fitting for mechanical installation. Capable of establishing procedures and taking complete charge of a warehouse in an emergency. Senior Specialized Warehouseman in charge of stock and warehouse personnel under the direction of the warehouse management.

(c) **Warehouseman - Class 2**

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

(d) **Warehouseman - Class 3**

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

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

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

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

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

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

**CLAUSE XXV - YUKON TERRITORY**

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

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

**CLAUSE XXVI - CAMP RULES AND REGULATIONS**

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

SIGNED at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**SCHEDULE "A"****SCHEDULE TOTAL EMPLOYER/EMPLOYEE CONTRIBUTIONS BENEFIT PLANS**

<b>CLASSIFICATION</b>	<b>EFFECTIVE MARCH 1/02</b>	<b>EFFECTIVE MARCH 1/03</b>	<b>EFFECTIVE MARCH 1/04</b>
Pension	\$2.30	\$2.30	\$2.40
Health & Welfare	\$2.15	\$2.25	\$2.25
Training & Upgrading	\$0.24	\$0.24	\$0.24
Teamsters Advancement Fund	\$0.13	\$0.13	\$0.13
Teamsters Advancement Fund Owner/Operators/Dependent Contractors	\$0.02 (per ton hour)	\$0.02 (per ton hour)	\$0.02 (per ton hour)
Union Dues Check Off	\$0.45	\$0.45	\$0.45
Rehabilitation Fund	\$0.02	\$0.02	\$0.02
Teamsters Owner Operator Building Recreational and Legal Fund	\$0.07	\$0.07	\$0.07

**TOTAL EMPLOYER REMITTANCES INCLUDING EMPLOYEE DEDUCTIONS**

Plus Owner Operator/Dependent Contractor amounts that are applicable.

Contributions to the Plans shall be for each hour wages are payable. In other words, on overtime pay, the hourly contributions shall be at straight time.

**SCHEDULE "A" - CONTINUED  
WAGE RATES**

<b>CLASSIFICATION</b>	<b>EFFECTIVE MARCH 1/02</b>	<b>EFFECTIVE MARCH 1/03</b>	<b>EFFECTIVE MARCH 1/04</b>
Dispatcher	\$22.90	\$23.13	\$23.40
Turnarockers and similar equipment all makes up to 30 yards	\$23.29	\$23.52	\$23.79
Over 30 yards	\$23.38	\$23.61	\$23.88
Bottom Dumps all makes, trailers and semi-trailers dumps less than 45 yards (Add 20¢ for each additional 20 yards)	\$23.34	\$23.57	\$23.84
Logging Trucks	\$23.50	\$23.73	\$24.00
Lumber Stackers, Carriers, Forklifts, Cranemobiles and similar equipment	\$23.09	\$23.32	\$23.59
Straddle Carriers	\$23.26	\$23.49	\$23.76
Straddle Carriers if equipped with Crane	\$23.42	\$23.65	\$23.92
Load Luger and similar equipment under 3 tons	\$23.15	\$23.38	\$23.65
3 tons and over	\$23.26	\$23.49	\$23.76
Transit Mixers up to 5 yards and all other vehicles when hauling concrete shall be paid a minimum of this rate, or the rate of the equipment used if higher than this	\$23.05	\$23.28	\$23.56
Transit Mixer over 5 yards	\$23.22	\$23.45	\$23.72
Mobile Mix Trucks up to 5 yards	\$23.33	\$23.56	\$23.83
Mobile Mix Trucks 5 yards and over	\$23.50	\$23.73	\$24.00
Dumptors (Mules)	\$23.02	\$23.25	\$23.52
End Dump Trucks (measured capacity of dump but including side boards, if	\$22.97	\$23.20	\$23.47

less than 8 yards)	\$23.16	\$23.39	\$23.66
- 8 yards - less than 12 yards	\$23.23	\$23.46	\$23.73
- 12 yards - less than 24 yards			
- Add 10¢ for each additional 12 yards capacity			
- End Dump Trucks equipped with side winders - add 10¢ per hour			

**SCHEDULE "A" - CONTINUED  
WAGE RATES**

<b>CLASSIFICATION</b>	<b>EFFECTIVE MARCH 1/02</b>	<b>EFFECTIVE MARCH 1/03</b>	<b>EFFECTIVE MARCH 1/04</b>
All Semi-Trailer, Pole Trailers	\$23.02	\$23.25	\$23.52
When equipped with Hiab or Swedish Type Crane - Tilt Trailer - Small - 20¢ per hour - Pup, Transfer or Slider Trailer - 60¢ per hour	\$23.13	\$23.36	\$23.63
Lowbeds	\$23.71	\$23.94	\$24.21
Asphalt Spray Trucks	\$23.24	\$23.47	\$23.74
Asphalt Spray Trucks, Semi-Trailers	\$24.03	\$24.26	\$24.53
Manhaul, Crummie, Bus and all equipment transporting personnel (requires Class 2 Licence with air endorsement)	\$22.78	\$23.01	\$23.28
Small forklifts and similar equipment used in the warehouse	\$22.69	\$22.92	\$23.19
Fuel Trucks up to 2,000 gallons	\$22.72	\$22.95	\$23.22
2,000 gallons up to 4,000 gallons	\$22.83	\$23.06	\$23.32
4,000 gallons and over (does not include semis or trailers)	\$22.95	\$23.18	\$23.45
Water trucks up to 2,000 gallons	\$22.65	\$22.88	\$23.15
2,000 gallons up to 4,000 gallons	\$22.77	\$23.00	\$23.27

4,000 gallons and over (does not include semis or trailers)  - Converted equipment shall be paid at the equipment rate or the converted unit rate whichever is the greater	\$22.88	\$23.11	\$23.38
Flat Deck Trucks under 4 tons	\$22.67	\$22.90	\$23.17
- 4 tons up to 10 tons	\$22.77	\$23.00	\$23.27
- 10 tons and over	\$22.88	\$23.11	\$23.38
Equipped with winch add 10¢			

**SCHEDULE "A" - CONTINUED  
WAGE RATES**

<b>CLASSIFICATION</b>	<b>EFFECTIVE MARCH 1/02</b>	<b>EFFECTIVE MARCH 1/03</b>	<b>EFFECTIVE MARCH 1/04</b>
"A" Frame and Swedish type crane, trucks, Hiab, etc.	\$23.00	\$23.23	\$23.50
Pick-up and Panel Trucks and Pilot Cars and similar equipment	\$22.32	\$22.55	\$22.82
Power Wagon	\$22.72	\$22.95	\$23.22
Power Wagons with winch	\$22.83	\$23.06	\$23.33
Service Truck Driver	\$23.14	\$23.37	\$23.64
Nodwell, Bombardiers and similar equipment	\$23.18	\$23.41	\$23.68
Farm type tractor	\$22.63	\$22.86	\$23.13
Scotcrete and similar equipment	\$23.16	\$23.39	\$23.66
Warehouseman Class 1	\$23.53	\$23.76	\$24.03
Warehouseman Class 2	\$23.31	\$23.54	\$23.81
Warehouseman Class 3	\$22.90	\$23.13	\$23.40

Warehouseman Class 4	\$22.18	\$22.41	\$22.68
Field Warehouse Pick-up man	\$22.90	\$23.13	\$23.40
- When required to do Class 2 warehouse duties	\$23.31	\$23.54	\$23.81

## SCHEDULE "B"

### 1. **OWNER OPERATORS/DEPENDENT CONTRACTORS**

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

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

#### (a) **Training and Upgrading**

The Employer shall make contributions at the rate of twenty-four cents (24¢) per hour for which wages are payable hereunder for each employee and Owner Operator/Dependent Contractor.

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

XVIII.

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

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

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

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

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

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

(Clause applicable to Owner Operators/Dependent Contractors.)

(c) **Dues Supplement**

Forty-five cents (45¢) per hour dues supplement shall be deducted from each employee and/or Owner Operator/Dependent Contractor covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15<sup>th</sup>) day of each month following the month in which deductions were made. Owner Operators/Dependent Contractors shall be deducted four dollars and fifty cents (\$4.50) per day when working on a Flat Rate or Ton Mile Rate.

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

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

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

(Clause applicable to Dependent Contractors.)

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

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

fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

(Clause applicable to Dependent Contractors.)

The foregoing is itemized on the monthly summary and the cheque made payable to Teamsters (Local 213) Distribution Fund, which is sent to Teamsters Local 213 Members Benefit Plans, 490 E. Broadway, Vancouver, B.C. V5T IX3. These contributions and deductions are due not later than the fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

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

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

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

**For Cities, Towns & Villages**

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

- (i) For the area between the 49<sup>th</sup> and 53<sup>rd</sup> parallels, and east of the direct line between the western boundary of the municipality of Hope and Margaret Bay to the B.C./Alberta Border, the established area rates are as follows:
- (ii) Truck Rates - Effective Date of Ratification July 22, 2002.

	<b>INTERIOR/ KOOTENAYS</b>	<b>OKANAGAN VALLEY</b>
Tandem Truck rate	\$63.00	\$60.00
Truck and Pup rate	\$81.00	\$78.00
Tandem/Tandem rate	\$65.00	\$62.00

Tandem/Tandem and Pup rate	\$85.00	\$82.00
Belly-dump, clam 2 axle rate	\$82.00	\$79.00
Belly-dump 2 axle rate	\$92.00	\$89.00

- (3) Owner Operator's are to be considered under the existing enabling provisions of the agreement.
- (4) Owner Operator rates to be effective from the date of ratification.

Above rates increase by \$1.00 per hour March 1, 2003 and March 1, 2004.

Legal load limits to be calculated using the above.

Living out allowance for dependent contractors shall be established at fifty dollars (\$50.00) per working day.

(v) **Low Production Rate**

Where loading and/or unloading time exceeds twenty (20) minutes per load on asphalt patching, curb and gutter, sidewalk, sewer excavation, and cleanup work, the rates for tandem and single axle trucks shall be reduced by ten percent (10%). The low production rate will apply only when the above condition is met for the major portion of the shift.

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

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

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

i.e.           30 tons and up to but not including 31  
                  tons  
                  \$75.00 less 15% = \$63.75

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

3. **OUT OF TOWN PROJECTS**

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

(i) **Travel Allowance**

He shall be paid thirty-one cents (31¢) per km. (fifty cents (50¢) per mile) for each km or mile travelled to the project only. In order to qualify for the above, the Owner Operator/Dependent Contractor must remain on the job or project for fifteen (15) calendar days. However, in the event the Owner Operator/Dependent Contractor is laid off for lack of work when having been on the job less than fifteen (15) days, the Travel Allowance to the project shall be paid. If the Contractor fails to provide work and requires an Owner Operator/Dependent Contractor to stand-by for more than two (2) consecutive days, the Owner Operator/Dependent Contractor, at his option, shall be deemed to have been laid off.

(ii) **Room and Board**

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

(iii) **Out of Town Allowance**

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

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

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

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

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

The right is reserved to negotiate a rock haul rate, a ton mile rate or a load rate where no scales are available,

providing the rate is not less than the legal load rate.

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

5. **OVERTIME**

Eight dollars (\$8.00) per hour shall be paid for each hour worked in excess of seven and one-half (7½) hours per shift and each hour worked on Saturdays, Sundays and General Holidays.

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

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

When an Owner Operator/Dependent Contractor is required to stand-by in excess of the call-out time, he shall be paid at the rate of hire for the first hour and at one-half (½) the rate of hire for each hour or portion thereafter.

7. **WORKING CONDITIONS**

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

8. **JOB STEWARD**

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

The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause and such cause shall be stated in the reasons.

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

9. **FOREMAN**

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

10. **SAFETY**

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

11. **HOLD BACK**

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

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

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

12. **METHOD OF PAYMENT**

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

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

These advances shall be deducted from the month end payments.

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

13. **DUES SUPPLEMENT**

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

14. **DAILY TIME REPORTS**

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

15. **TIMELY PAYMENT**

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

- (i) The Union will advise the Employer in writing of any delinquency.
- (ii) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union shall request a meeting with the representative of the sub-contractor, prime contractor and/or C.L.R.A. representative to provide for payment of wages and benefits within an additional forty-eight (48) hours.
- (iii) Should the matter not be resolved at the above mentioned meetings, the Union may demand payment of wages and contributions at the end of each day or at the end of each week or upon twenty-four (24) hours' notice to the Employer withdraw its members from the Employer without contravening the terms of this Agreement.

**INTERIOR/KOOTENAY ROAD BUILDING AGREEMENT**

**ADDENDUM**

**BETWEEN:** Brentwood Enterprises Ltd.  
Dawson Construction Limited  
Emil Anderson Construction Co. Ltd.  
B.A. Blacktop

**("Interior Contractors")**

**AND:** Construction and Specialized Workers' Union, Local 1611  
International Union of Operating Engineers, Local 115  
Teamsters Local Union No. 213

**(The "Unions")**

Duration of Addendum shall be March 1<sup>st</sup>, 2002 to and including February 28<sup>th</sup>, 2005.

The parties agree to the following items for the period of March 1<sup>st</sup>, 2002 to and including February 28<sup>th</sup>, 2005 which shall sunset upon the expiry of this Addendum.

**(A) Clause V: Hours of Labour, Shifts and Call-Out Time**

Regular Hours - Eight (8) hours per day shall constitute a day's work.

Upon mutual agreement, starting time of the shift may be varied by up to one (1) hour.

Paving: Flexible start time upon mutual agreement within two (2) hours of start time.

**Call-Out Time**

Where an employee is called out and no work is performed employees shall receive a minimum of two (2) hours pay.

If work is performed, employees shall receive four (4) hours pay. Any work performed between four (4) and six (6) hours shall receive six (6) hours pay and any work performed beyond six (6) hours shall receive eight (8) hours pay.

**Make-Up Day**

On out of town projects, if a shift is missed during the regular work week due to inclement weather or a major mechanical breakdown, and with a majority vote of the employees affected, the missed shift may be made up on the next rest day at the rate of pay of the missed shift.

(B) Clause VI: Overtime

All hours worked outside the regular shift and Saturday shall be paid at one and one-half (1½) the employee's hourly rate up to eleven (11) hours.

All work performed beyond eleven (11) hours in a day, Sundays and General Holidays shall be paid at two (2) times the employee's hourly rate.

(C) Clause VII: Transportation

Local Transportation and definition of local resident.

On all jobs situated within fifty (50) kilometres of the centre of any city, town or village in which an employee is residing or accommodates, such employee will travel daily to and from such jobs at no cost to the Employer.

A local resident shall be defined as an employee who has resided at a permanent address within sixty (60) kilometers by the shortest road route for a period of sixty (60) days prior to the commencement of the job.

On all jobs situated beyond fifty (50) kilometers from the centre of any city, town or village in which the employee resides or is being accommodated, such employee shall receive forty-four (44¢) per kilometers each way as a daily travel allowance from fifty-one (51) kilometers up to one-hundred (100) kilometers, it is agreed and understood that employees shall not be required to use their vehicles or new grade construction.

On all jobs beyond one-hundred (100) kilometers, free room and board or a living-out allowance (determined at either pre-job or pre-tender meeting) shall be paid.

Camps

Where camps or room and board are not provided, a living-out allowance shall be negotiated prior to the job commencing. If an allowance is not established prior to commencement, free room and board shall be supplied.

Where camps are provided or free room and board and the Employer requests the employee to check out of his room, then the check out provision contained in the Agreement shall apply. However, if an employee of his own volition checks out then the check out allowance shall not apply.

Living-Out Allowance

Where applicable, living-out allowance shall be determined at a pre-tender or a pre-job meeting.

Foreman

When non-working foremen are required in accordance with the provisions of this Agreement, they shall be selected from the predominate trade on the project.

Enabling clause

When in the opinion of both parties it is deemed beneficial to the Employer and the Union members the terms and conditions of the Collective Agreement may be modified for work coming under the Road Builders Agreement "Extent Clause". Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one project, for a type of work, for a specific area or for a specific period of time.

Contractors shall submit all requests for enabling in writing within seven (7) days of tender closing.

All requests shall include all known competitors and specific contractual items to be considered.

The Unions shall respond to all requests for enabling within seventy-two (72) hours of such a request.

Note: A non response by the Unions shall be considered to be a negative response to an enabling request.

Vacation and General Holidays

Vacation and General Holiday pay shall be accrued at the rate of ten percent (10%) of gross earnings (five percent (5%) for annual vacation and five percent (5%) for General Holidays) and shall be paid to the employee on each payroll cheque.

Bereavement Leave

In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with pay for eight (8) hours at straight time.

Those employees who have been employed with the same Employer and have worked at least one thousand (1000) hours per year, for the previous three (3) years shall be granted compassionate leave of absence with pay for twenty-four (24) hours (three (3) consecutive shifts) at straight time.

Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law and grandparents.

**LETTER OF CLARIFICATION****EFFECTIVE MARCH 1<sup>st</sup>, 1979****BETWEEN: B.C. ROAD BUILDERS ASSOCIATION****AND: TEAMSTERS LOCAL UNION 213****OWNER OPERATORS**

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

**DEPENDENT CONTRACTORS**

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

**APPLICATION**

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

**DYKES**

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

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

**MINE STRIPPING**

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

**CONCRETE CURB & GUTTER**

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

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

**SECTION 5**

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

**PROJECTS IN ISOLATED AREAS**

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

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

**CHRISTMAS HOLIDAY SEASON**

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

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

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

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

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