

COLLECTIVE AGREEMENT

BETWEEN

FRASER RIVER PILE & DREDGE LTD.

AND

TEAMSTERS LOCAL UNION No. 213

May 1st, 2004 - April 30th, 2007

Don McGILL
Secretary-Treasurer

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THIS AGREEMENT EFFECTIVE THIS 1st DAY OF MAY, 2004.

BETWEEN: FRASER RIVER PILE AND DREDGE LTD.

(hereinafter referred to as THE "COMPANY")

**AND: TEAMSTERS LOCAL UNION No. 213
affiliated to the International
Brotherhood of Teamsters.**

(hereinafter referred to as the "UNION")

CLAUSE 1 - OBJECTS

1.01 The objects of this Agreement are to promote fair and reasonable working conditions and job security for Employees in the Industry; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lock-outs; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

CLAUSE 2 - DURATION

2.01 This Agreement shall be for the period from and including May 1st, 2004 to and including April 30th, 2007 and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30th, 2007, or immediately preceding the last day of April in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer shall lock-out or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

CLAUSE 3 - EXTENT

Application

3.01 This Agreement shall apply to all Employees of the Employer including

Dependent Contractors and Owner Operators engaged in the classifications listed in the Schedules attached hereto for all work under the jurisdiction of the Teamsters Local Union No. 213.

Sub-Contractors

- 3.03** The terms of this Agreement shall apply to all Sub-Contractors or sub-contracts let by the Employer. The Employer agrees to engage only those Sub-Contractors having an Agreement with the signatory Union, prior to commencing work.
- 3.04** The Company shall be responsible for enforcing the wages and conditions of the Agreement on the Sub-Contractor.
- 3.06** When the Employer rents equipment to perform work within the Union's jurisdiction, the operators on such rented equipment shall be hired in accordance with Clause 9.02 of this Agreement. It is agreed that the intent of this clause is to ensure the observance of its provisions for all persons performing work covered by this Agreement.
- 3.07** It is further agreed that this Agreement shall prohibit the making or carrying out of any plan, scheme or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement or depriving any Employee of employment.
- 3.08** Where the Employer hires the services of a Dependent Contractor, each and every Dependent Contractor shall be paid in accordance with Schedule "C" included as part of this Agreement. Refer to Clause 24 - Competitive Consideration Clause.

CLAUSE 4 - WAGES

Hourly Wage Rates

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

Payment of Wages

- 4.02** The Employer shall, at least every second Friday, pay to each Employee covered by this Agreement all wages earned by the Employees to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular pay day, payment shall be made the preceding day.

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

Higher Wage Rates

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

New Classifications

- 4.13** As and when types of equipment or work methods are introduced which are not included in the list of classifications contained in the attached Schedules, the Employer's authorized representative shall notify the Union and promptly negotiate with the Union a wage rate for such equipment or work method.
- 4.14** Every effort shall be made to conclude negotiations within fifteen (15) working days. The rate established shall be retroactive to the date notice, in writing, is given by either party to commence negotiations, or the date of introduction on that jobsite, whichever is the later. The fifteen (15) working day period may be extended by mutual agreement of the parties.
- 4.15** In the event of disagreement, the question of a rate to be paid and/or retroactivity date shall be referred to Arbitration per the provisions of Clause 13.

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

Regular Hours

- 5.01** Seven and one-half (7½) hours shall constitute a day's work 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. through Friday, 4:30 p.m.

8:00 a.m. to 12:00 Noon	4.0 hours
12:00 Noon to 12:30 p.m.	0.0 hours

(This may be extended up to one (1)
hour by mutual agreement of the
Union and the Employer) 3.5 hours

TOTAL HOURS PAID 7.5 hours

- 5.02** When the Employer wishes to operate a project or any part or parts thereof on a three (3)-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 changes in the start of the work week shall be made only after agreement with the signatory Union.
- 5.03** When additional shifts are required and continued for three (3) consecutive days or more, the hours of work shall be outlined in 5.06, 5.07 and 5.08 of this Clause.
- 5.04** Shift differential on straight time days shall be paid at straight time and on overtime days at applicable overtime rates. All hours worked in excess of seven (7) hours on additional shifts shall be paid at applicable overtime rates.
- 5.05** When additional shifts are worked for less than three (3) consecutive days, such work shall be paid for at applicable overtime rates.

5.06 TWO SHIFT OPERATION

First Shift

8:00 a.m. to 12:00 Noon	4.0 hours
12:00 Noon to 12:30 p.m. Lunch	0.0 hours
12:30 p.m. to 4:00 p.m.	<u>3.5</u> hours

TOTAL PAID HOURS 7.5 hours

Second Shift

4:30 p.m. to 8:00 p.m.	3.5 hours
8:00 p.m. to 8:30 p.m. Lunch	0.0 hours
8:30 p.m. to 12:00 p.m.	<u>3.5</u> hours

Shift Differential	<u>1.0</u> hour
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TOTAL HOURS PAID 8.0 hours

These shifts may operate back to back by mutual agreement between the Union and the Employer.

5.07 THREE SHIFT OPERATION

Graveyard Shift

12:00 Midnight to 3:30 a.m.	3.5 hours
3:30 a.m. to 4:00 a.m. Lunch	0.0 hours
4:00 a.m. to 7:30 a.m.	<u>3.5</u> hours
	7.0 hours
Shift Differential	<u>2.0</u> hours
TOTAL HOURS PAID	9.0 hours

Day Shift

8:00 a.m. to 12:00 Noon	4.0 hours
12:00 Noon to 12:30 p.m. Lunch	0.0 hours
12:30 p.m. to 4:00 p.m.	<u>3.5</u> hours
TOTAL HOURS PAID	7.5 hours

Afternoon Shift

4:30 p.m. to 8:00 p.m.	3.5 hours
8:00 p.m. to 8:30 p.m. Lunch	0.0 hours
8:30 p.m. to 12:00 Midnight	<u>3.5</u> hours
	7.0 hours
Shift Differential	<u>1.0</u> hours
TOTAL HOURS PAID	8.0 hours

These shifts may operate back to back, i.e. one follow the other with the one (1) hour period falling at the same time daily, by mutual agreement between the Union and the Employer.

- 5.09 When two (2) shifts or more are required, they shall be rotated every two (2) weeks. On a three-(3)shift operation the shifts shall rotate in the following manner:
- Graveyard Shift to Afternoon Shift
 - Afternoon Shift to Day Shift
 - Day Shift to Graveyard Shift

Employees will be notified of changes of shifts, other than those noted above, at least forty-eight (48) hours (excluding days of rest) before such changes. Where no notice of shift change has been given and the Employee arrives at the jobsite and no work is available for him, four (4) hours shall be paid.

Variations

5.10 All work done outside of the hours mentioned in 5.01, 5.02, 5.03, 5.06, 5.07, and 5.08 above shall be considered overtime, EXCEPT:

5.12 Call-Out Time

Where a man is called out for work and no work is performed, he shall be paid four (4) hours, excepting that in the event the Owner's Engineer suspends work due to inclement weather before any work is performed, he shall be paid two (2) hours.

(a) On regular shifts - straight time.

(b) On Saturdays, Sundays and Statutory Holidays - at applicable overtime rates; providing, however, that the workman has reported to the job site in person in a competent condition to carry out his duties and providing adequate notice has not been given NOT to report for work.

5.13 Where a man is called out to work at any time and work is performed, he shall be paid a minimum of four (4) hours:

(a) On regular shifts - at straight time.

(b) On Saturdays, Sundays and Statutory Holidays - at applicable overtime rates; providing, however the workman has reported to the job site in person in a competent condition to carry out his duties and providing adequate notice has not been given NOT to report to work.

CLAUSE 6 - OVERTIME

6.01 All hours worked outside the regular hours or the accepted variations therefrom and outside the established shift hours shall be considered overtime, until a break of ten (10) hours occurs and shall be paid for at double time rates.

6.02 Saturdays, Sundays and Statutory Holidays: Double time for all hours worked.

6.03 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 (1/2) hour, and this break shall occur not more than six (6) hours after commencement of the last meal time.

Should an Employee be requested to continue work, an additional hot meal shall be supplied every four (4) hours under the same conditions as above.

6.04 Should overtime continue beyond four (4) hours following the time allowed for a meal break, then a further meal break shall be allowed with the same conditions as outlined. This condition shall be repeated each four (4) hours.

6.05 Where an Employee is required to work through the regular established lunch period, such Employee shall be paid the applicable overtime rate and shall be given reasonable time off, not less than fifteen (15) minutes nor more than one-half (½) hour, to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

6.06 If a Teamster is regularly assigned to a particular work area or machine assignment from Monday through Friday in a given week and work is required after regular hours, or on the Saturday, Sunday and/or Statutory Holiday of that week, such Teamster shall be assigned to such particular work or machine assignment providing such Teamster is available or except as otherwise agreed.

CLAUSE 7 - TRANSPORTATION

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

Vancouver-New Westminister Metropolitan Area

7.17 Within the Vancouver-New Westminister Metropolitan Area, extending to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Delta, Surrey, White Rock, Port Coquitlam, Coquitlam and continuing in a direct line from the northern boundary of Coquitlam, west to Indian Arm, the Employer will pay an amount of seventy-five cents (\$0.75)

per hour for each hour worked to cover all transportation costs, including tolls, to each Employee employed, regardless of his place of residence.

CLAUSE 8 - WORKING CONDITIONS

- 8.01** Lunch periods shall be in accordance with Clause 5.
- 8.02** Two (2) breaks of ten (10) minutes each shall be taken in a work shift. Time of first work break shall be at one-quarter (1/4) of the scheduled shift or as near that period as possible; the second work break shall be at three-quarters (3/4) of the scheduled shift or as near that period as possible.
- 8.03** Protective clothing essential to the protection of an Employee and his regular work clothes from unusual circumstances such as caustic chemicals, oil spills, etc., (i.e. - slickers, gloves, hip boots, coveralls, etc.) shall be supplied by the Employer at no cost to the Employee. However, should the foregoing items not be returned to the Employer, the cost of these items shall be deducted from any monies owing to the Employee.
- 8.04** Chemical or flush toilets shall be provided from the commencement of work on all jobs. Where the sewer or chemical toilets are not available, sanitary toilet facilities shall be provided as called for in local sanitary regulations. Toilet houses shall be painted, at least on the inside and cleaned daily. Toilet paper shall be provided.
- 8.05**
- (a)** It is agreed a telephone(s) shall be made available to all members at all times for incoming or outgoing emergency purposes and that incoming messages shall be relayed immediately.
- (b)** It is agreed that where there is no running tap water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied. Salt tablets shall be supplied.
- 8.06** On termination of an Employee, the Employer will provide a termination slip to the Union, which shall state the reason for the Employee's termination, and whether or not he is eligible for rehire. No Employee shall be discharged for other than just cause.
- 8.07** A lock-up shall be provided for Employees for drying clothes, and dressing room, as well as lunch room. The lock-up shall have tables, and benches, with provision for drying clothes. Such lock-up shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lock-up

cleaned out daily and kept cleared of building material and other construction paraphernalia. Additional shelter shall be provided for Employees to eat their lunch as may be required.

8.08 The Employer must insure the safety of the Employee's tools against fire and burglary while in his employ provided the Employee, when commencing employment, submits to the Superintendent or his representative, an inventory of the tools brought on the job. In case of fire or burglary the Employer shall protect the value of an Employee's work clothes to a total of two hundred and fifty dollars (\$250.00), providing an inventory of clothing is filed with the Employer.

8.09 An Employee shall not be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union.

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

8.11 Leave of Absence

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

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

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

(d) Where an Employee is involved in an accident while on the job, and as a result is unable to perform his work he shall receive a full day's pay for the day of the accident.

CLAUSE 9 - UNION SHOP

9.01 Dispatch Office

The Union shall maintain a Dispatch Office or Offices from which the Employer shall hire all Employees. Only Dependent contractors and Owner

Operators will be dispatched on a name request basis.

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

9.02 Hiring

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

9.05 The Union shall be given at least forty-eight (48) hours notice between Monday, 8:00 a.m. and Friday, 5:00 p.m. to complete the dispatch.

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

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

9.09

(a) Industrial

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

Commercial-Institutional

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

9.10 It shall not be a violation of this Agreement or cause for dismissal for an Employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Building Trades councils of B.C. or to work with or to receive from any persons or firm who are considered unfair by any of the said Building Trades Councils.

CLAUSE 10 - JOB STEWARDS

10.01 Shop Stewards and assistant Stewards shall be recognized on all jobs and

shall not be discriminated against. The Employers shall be notified by the Union of the name or names of such Stewards. Time shall be given to the Steward(s) to carry out his duties.

- 10.02** In the event of a layoff or reduction in the work force, the Shop Steward shall, at all times, be given preference of continued employment until completion of the work unless otherwise agreed between the parties hereto.
- 10.03** The Union shall be notified, in writing, within forty-eight (48) hours if a Job Steward is discharged for cause and such cause shall be stated in the reasons.
- 10.04** Business Representatives shall have access to all jobs covered by this Agreement in the carrying out of their regular duties, after first notifying the Employer, Superintendent or Foreman; however, in no way shall they interfere with the men during working hours unless permission is granted.
- 10.05** The Employer agrees to supply the Local Union once a month with a list of all Employees and the Sub-Contractors on the request of the Business Representatives.

CLAUSE 12 - ACCIDENT PREVENTION

- 12.01** It is understood and agreed that the parties to this Agreement shall at all times comply with the accident prevention regulations of the Workers' Compensation Act and any refusal on the part of a member to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. Further, a member shall not be discharged because he refuses to work under unsafe conditions as set out in the regulations. Any refusal of a member to abide by known Workers' Compensation Board regulations or posted Company safety regulations, after being duly warned, shall be sufficient cause for dismissal.
- 12.02** Any Employee may refuse to work where, in his opinion, adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to driver or operate such vehicle or equipment, if, in his opinion, there is any reasonable doubt as to the safety of the unit or if he feels it is improperly loaded. He may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.
- 12.03** The Employer will supply all safety hats on a charge-out basis, at cost, such cost to be deducted from the Employee's earnings and refunded at such time as the Employee returns such equipment to the Employer in reasonable condition subject to normal wear and tear.

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

CLAUSE 13 - DISPUTES

13.02 Grievances

It is the spirit and intent of this Agreement as contained in Clause 1 - OBJECTS, to resolve all Employee or Employer grievances promptly and wherever possible, within the Industry.

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

- 13.04** The Job Steward or Business Agent of the Union shall first discuss the difference with the Foreman, Superintendent or the Employer, in that order, in an effort to resolve the matter on the job. If the difference is not resolved on the job, the aggrieved party shall submit the matter complained of, in writing, to the other party within thirty (30) calendar days of its occurrence, excepting that in the matter of discharge, such grievance shall be submitted in writing within ten (10) calendar days or fifteen (15) calendar days for remote jobs of its occurrence, or in every case the matter shall be deemed to be waived. However, the foregoing time limits shall not apply where there has been a failure to pay fully amounts due to funds specified in this Agreement or to remit deductions from workmen as provided for in this Agreement.

- 13.05** Failure of the Employer to make the requisite contributions on behalf of the Employees, as provided elsewhere in this Agreement, may result in the Union claiming such amounts on behalf of the Employees at any time.

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

- 13.07** Where the Employer has not paid the Employee, Owner Operator, or Dependent contractor, his proper rates or hours or has not remitted to the

funds contained herein, then a Union appointed auditor shall be permitted to inspect and audit the Employer's records of time worked, wages paid and contributions made to the Plans. He shall be allowed the time necessary to complete the audit. The Employer shall make available, within two (2) weeks of notification, of intent to audit, a suitable office for the auditor to carry out such audit. It is further agreed the audit shall take place in British Columbia.

- 13.08** In the event a grievance involving a question of discharge is not resolved in seven (7) calendar days after being submitted in writing and a grievance involving other matters is not resolved within twenty (20) calendar days after being submitted in writing, it shall, if mutually agreed, be referred in writing and heard by an Industry Grievance Panel, or if the parties fail to agree that the Grievance is to be referred to an Industry Grievance Panel, then each party shall within five (5) calendar days appoint a member to a Board of Arbitration. The two (2) appointees shall within five (5) calendar days of appointment agree upon a person to act as Chairman, but failing to do so within this time, they shall jointly request the Minister of Labour for British Columbia to appoint such Chairman.
- 13.09** The Board of Arbitration shall, within ten (10) calendar days or such extended period as may be mutually agreed by the parties, hear the parties and render a decision which shall be final and binding. The fees and expenses of the Chairman of the Board of Arbitration shall be borne equally by the parties to the grievance. Where mutually agreed, the three (3) man Arbitration Board may be replaced by a single Arbitrator.
- 13.10** In the event a matter of discharge has not been referred to the Industry Grievance Panel or to an Arbitration Board within seven (7) calendar days of its receipt, in writing, then the matter shall be deemed to be waived.

CLAUSE 16 - SAVINGS CLAUSE

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

replacement, they shall submit the dispute to the Grievance Procedure.

CLAUSE 17 - EMPLOYER AND EMPLOYEE CONTRIBUTIONS

17.01 Teamsters (Local Union No. 213) Health and Welfare Plan

Effective May 1st, 1991, each Employer shall contribute one dollar and sixty-seven cents (\$1.67) per hour for each hour for which wages are payable hereunder performed by each Employee within the scope of the Schedule, to Teamsters (Local 213) Health and Welfare Plan. For both Industrial and Commercial-institutional construction, effective May 1st, 1992, increase contribution to one dollar and seventy-five cents (\$1.75). May 1st, 1993, amount to be advised later. Such contributions shall be submitted by the fifteenth (15th) day of the month following that to which they refer. In the event an Employer fails to remit contributions to this Plan 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.

17.02 Teamsters (Local Union No. 213) Pension Plan

Effective May 1st, 1991, each Employer shall contribute two dollars (\$2.00) per hour for each hour for which wages are earned hereunder performed by each Employee within the scope of this Schedule, to Teamsters (Local 213) Pension Plan.

For both Industrial and Commercial-Institutional construction, effective May 1st, 1992 increase contribution to two dollars and twenty-five cents (\$2.25). May 1st, 1993 amount to be advised later. Such contributions shall be submitted by the fifteenth (15th) day of the month following that to which they refer. Pension contributions shall be one and one-half (1½) or double the rate for overtime rates.

In the event an Employer fails to remit contributions to this Plan 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.

17.03 Teamsters Local Union No. 213 Training Trust Fund

- (a)** Effective May 1st, 1991, each Employer shall make contributions at the rate of twenty-two cents (\$0.22) per hour for which wages are payable, (however, this shall not be compounded on overtime) for each Employee covered by this Agreement to the Teamsters Local Union No. 213 Training Trust Fund, and payable by the fifteenth (15th) day of the month following that to which they refer.

- (b) The Teamsters Local Union No. 213 Training Trust fund shall be used to provide workmen with the opportunity to acquire and improve their skills in accordance with the plan contained in the Trust Agreement between the Local Union and the Construction Labour Relations Association of B.C.
- (c) The Teamsters Local Union No. 213 Training Trust Fund shall be administered by the Joint Board of Trustees established under the Teamsters Local Union No. 213 Training Trust Fund.

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

Effective May 1st, 1991, each Employer shall make contributions at the rate of ten cents (\$0.10) per hour for which wages are payable (however, this shall not be compounded on overtime) for each Employee covered by this Agreement to the Teamsters Local Union No. 213 Building, Recreational and Legal Fund, and payable by the fifteenth (15th) day of the month following to that to which they refer.

17.05 B.C. & Yukon Territory Building & Construction Trades Council Fund

Each Employer shall make contributions at the rate of five cents (\$0.05) per hour for each hour worked for each employee covered by this Agreement to the British Columbia & Yukon Territory Building and Construction Trades Council Fund.

17.06 Dues Supplement

Effective May 1st, 1991, each Employer will deduct for a dues supplement an amount of fifty cents (\$0.50) per hour for each hour worked by all members and forward same to the Union's Dues Supplement Fund by the fifteenth (15th) of the month following that to which they refer. Effective May 1st, 1992, increase the deduction to fifty-five cents (\$0.55). Each member shall submit a written authorization to his Employer as a condition of employment as may be required by his Employer.

- 17.08** The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour of work performed by each Employee covered by this Agreement to the Rehabilitation Fund in accordance with Clause 17.10.

17.09 Contract Administration Fund

Effective May 1, 1991, each Employer shall contribute nine cents (\$0.09) per hour for each hour worked by Employees, Owner Operators, and/or Dependent Contractors covered by this Agreement, to the Contract Administration Fund. Refer to Letter of Understanding for remittance

procedure.

17.13

- (a) Timely payments of wages and contributions to the Trust Funds, provided for in this Agreement, is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the Trust Fund shall be dealt with as follows:
- (b) The Union will advise the Employer, in writing, of any delinquency.

17.14 The Business Representative of Local 213 may inspect, during regular business hours, an Employer's record of time worked by Employees and contributions made to the Plan.

CLAUSE 18 - SPECIAL PROVISIONS

18.02

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

18.03

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

CLAUSE 19 - TECHNOLOGICAL CHANGE

- 19.01** It is understood and agreed that during the first six (6) months of the Agreement, the parties will meet and, in accordance with Section 74 of the Industrial Relations Act of B.C., negotiate a clause on Technological Change to become part of the Agreement.

CLAUSE 21 - VACATIONS AND STATUTORY HOLIDAYS

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

New Year's Day, 3rd Monday in February, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday immediately prior to B.C. Day, B.C. Day, Friday immediately prior to Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a public holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on Statutory Holidays shall be paid for at double time rates.

- 21.02** When a Statutory Holiday falls on a Saturday or Sunday, the following Monday will be observed.
- 21.03** When Christmas and Boxing Day fall on Saturday and Sunday, the following Monday and Tuesday shall be observed.

CLAUSE 22 - B.C. CONSTRUCTION INDUSTRY HEALTH AND SAFETY PROGRAMME

- 22.01** It is agreed that the Construction Industry Health and Safety Programme as agreed between the Bargaining council of B.C. Building Trades Unions and Construction Labour Relations Association of B.C. shall be appended hereto and shall form a part hereof.
- 22.02** The Programme shall be funded through a two cents (\$0.02) per hour contribution to the B.C. Construction Industry Health and Safety Fund.

SCHEDULE "A" - INDUSTRIAL CONSTRUCTION

Refer to Clause 25 for Definition

EMPLOYER/EMPLOYEE CONTRIBUTIONS

	MAY 1/91	MAY 1/92	MAY 1/93
Health & Welfare	\$1.67	\$1.75	\$1.82
Pension	2.00	2.25	2.50
Training Trust Fund	0.22	0.22	0.25
Bldg. Rec & Legal Fund	0.10	0.10	0.10
B.C.Y.T.	0.05	0.05	0.10
Dues Supplement*	9.50	0.55	0.55
J.A.P.	0.005	0.005	0.005
Health & Safety	0.02	0.02	0.02
Rehabilitation	0.02	0.02	0.02
Contract Admin. Fund	0.09	0.09	0.09
Industry Promo Fund	0.02	0.02	0.02
TOTAL	4.695	5.075	5.475

* - Employee Deduction

Teamster Advancement Fund - Owner Operators/
Dependent Contractors (refer to Schedule "C",
10 (o)).

0.10	0.10	0.10
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CLASSIFICATIONS AND WAGE RATES**(d)** Warehouseman - Class 1 - (See Addendum for Job Description)

May 1/91	May 1/92	May 1/93
\$23.15	\$24.44	\$25.29

(f) Turnarockers and similar equipment - over 30 yards**(g)** Warehouseman - Class II (See addendum for Job Description)

May 1/91	May 1/92	May 1/93
\$22.45	\$23.70	\$24.52

- (i) Warehouseman - class III - (See Addendum for Job Description)

May 1/91	May 1/92	May 1/93
\$22.23	\$23.47	\$24.28

- (e) Fuel trucks up to 4,000 gallons

- (f) Manhaul, Crummie, Bus and all equipment transporting personnel (requires "Class 2" Licence)

- (g) Power Wagons (with and without winch)

- (h) Water Trucks up to 4,000 gallons

- (i) Warehouseman - Class III - (See Addendum for Job Description)

May 1/91	May 1/92	May 1/93
\$21.84	\$23.05	\$23.84

- (b) Warehouse Trainee Class IV - (See Addendum for Job Description)

May 1/91	May 1/92	May 1/93
\$17.47	\$18.44	\$19.07

Note

- End Dump Trucks equipped with side winders - add \$0.10 per hour
- End Dump Trucks with Small Tilt Trailer - add \$0.10 per hour
- End Dump Trucks with Pup Trailer - add \$0.30 per hour

SCHEDULE "B" - INDUSTRIAL CONSTRUCTION**WAREHOUSE PERSONNEL****CLASSIFICATIONS AND DUTIES**

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

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

Warehouse Foreman

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

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

Warehouseman - Class I

Fully experienced in all warehouse procedures (office included) such as purchasing, kardex operation, stock control, invoices, specialized in ONE or more of the following: H.D. parts, materials and/or fittings for mechanical installations. Capable of establishing procedures and taking complete charge of a warehouse in an emergency. Senior specialized Warehouseman in charge of the stock and warehouse personnel under the direction of warehouse management.

Warehouseman - Class II

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

Warehouseman - Class III

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

SCHEDULE "B" - CONTINUED

Warehouse Trainee Class IV

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

SCHEDULE "C"**DEPENDENT CONTRACTORS**

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

(i) The following terms and conditions of the Agreement are applicable to Dependent contractors:

- (1) CLAUSE 1 - OBJECTS (1.01)
- (2) CLAUSE 2 - DURATION (2.01 AND 2.02)
- (3) CLAUSE 3 - EXTENT (3.01, 3.02, 3.07 AND 3.08)
- (4) CLAUSE 4 - WAGES (4.10, 4.13, 4.14 AND 4.15)
- (5) CLAUSE 8 - WORKING CONDITIONS (8.01, 8.04, 8.05(B), 8.07, 8.09, 8.16, 8.17, 8.18, 8.19 AND 8.20)
- (6) CLAUSE 9 - UNION SHOP (9.01, 9.02, 9.03, 9.05, 9.06, 9.07, 9.08, 9.09 AND 9.10)
- (7) CLAUSE 13 - DISPUTES (13.01, 13.02, 13.03, 13.04, 13.05, 13.06, 13.07, 13.08, 13.09, 13.11, 13.12, 13.13, 13.14, 13.15, 13.16, 13.17 AND 13.18)
- (8) CLAUSE 14 - CONSTRUCTION UNIONS RESOLUTIONS BOARD (14.01, 14.02 AND 14.03)
- (9) CLAUSE 15 - PUBLIC RELATIONS 915.01)
- (10) CLAUSE 16 - SAVINGS CLAUSE (16.01 AND 16.02)
- (11) CLAUSE 17 - EMPLOYER AND EMPLOYEE CONTRIBUTIONS (17.03, 17.04, 17.05, 17.06, 17.08, 17.09, 17.10, 17.11, 17.12, 17.13 AND 17.14)
- (12) CLAUSE 18 - SPECIAL PROVISIONS (18.01, 18.04, 18.05 AND 18.06)
- (13) CLAUSE 23 - RETROACTIVE PAY (23.01, 23.02, 23.03 AND 23.04)
- (14) CLAUSE 24 - COMPETITIVE CONSIDERATION CLAUSE
- (15) LETTERS OF INTERPRETATION/AGREEMENT
 - (a) Re: SCHEDULE "C" - DEPENDENT CONTRACTORS GRIEVANCES

- (b) Re: CLAUSE 3.05 AND 3.08 - (Owner Operators)
and SCHEDULE "C" (Dependent Contractors)

SCHEDULE "C" - CONTINUED

(c) Re: CLAUSE 9.03

(d) Re: CLAUSE 24 - COMPETITIVE CONSIDERATION
CLAUSE

- (ii) Subject to the foregoing item (i) the terms and conditions set out hereunder in the Schedule "C" Dependent Contractors are applicable only to Dependent Contractors and constitute the entire agreement for monetary payment and benefits for Dependent Contractors.
- (iii) Dependent Contractors must be members in good standing of the Union and be required to supply proof of membership upon being hired. Proof of Membership shall be a Union clearance. The Employer shall obtain clearance by telephone, telegram, FAX, or in writing from the Union Dispatch Office.

**(a) RATES BASED ON LEGAL LOAD
(GVW - TARE = LEGAL LOAD)**

For the Lower Mainland and Fraser Valley (described as Hope on the East, Vancouver on the West, the U.S. Border on the South, to Squamish on the North inclusive), Owner Operators/Dependent Contractors who are residents of the said city, town or village shall be paid the prevailing rate as negotiated by Teamsters Local 213 for the appropriate area as well as appropriate various union funds.