

**MEMORANDUM OF AGREEMENT
"Agreement"**

Between

Hazardous Materials Association of BC Signatory Contractors
(HMABC)
(Hereinafter referred to as the "EMPLOYER")

- AND -

International Union of Painters
and Allied Trades, Local 138
7621 Kingsway
Burnaby, BC
V3N 3C7
(Hereinafter referred to as the "UNION")

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on April 30, 2013 will be incorporated in their entirety into the revised collective agreement between the parties.

This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to present the document to those principals for their review without recommendation or opposition.

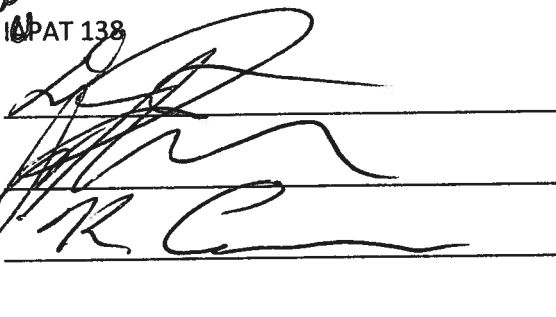

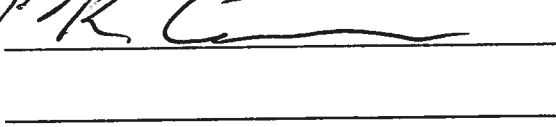

Effective Date


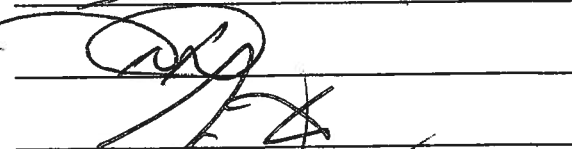
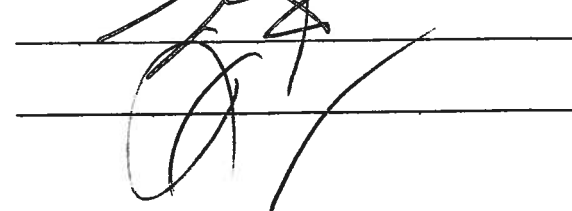
Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Agreement.

AGREED September 15, 2016

 PAT 138

HMA Bargaining Committee

Article 1 Recognition

The employer recognizes the Union as the sole and exclusive Bargaining Representative for all Employees in the employment of the Employer, on any and all work covered by this Agreement with respect to wages, hours and other terms and conditions of employment.

The Union agrees that this Collective Agreement is the Standard Hazardous Materials Agreement. The Union further agrees that all independent and new Employers will sign and be bound by all provisions of this Agreement.

By execution of this Agreement the Employer authorizes the Hazardous Materials Association Employer's Trustees or their designate **elected by its membership**, to act as its Collective Bargaining Representative for all matters relating to the renegotiation or amendment of this Agreement or the renegotiating of any new Collective Agreement.

Article 3 Hiring of Employees

3:03

There shall be a probationary period of **one hundred-fifty (150)** ~~two hundred (200)~~ working days for new Employees working for the Employer. It is agreed that all new employees shall obtain union membership after sixty (60) working days. It is further agreed that for the purpose of establishing an Employees classification and wage scale the Employer will recognize the Employees experience and hours of work which have been attained through employment with other Employers in the Hazardous Materials Industry.

Article 4

Wages and Classifications

If, during the life of this Agreement, the Employer creates a new position or classification covered by the scope of this Agreement the wage rate of such position shall be negotiated.

Classification	Current Rate	Date of Ratification	May 1/2017	May 1/2018
Probationary Employee 0-150 Working Days	\$ 14.45	17.00	17.00	17.00
Hazmat Worker 1 151 - 300 Working Days	\$ 16.13	17.70	17.70	17.70
Hazmat Worker 2 301 - 450 Working Days	\$ 18.35	18.70	18.70	18.70
Hazmat Worker 3 451-600 Working Days	NEW	21.00	21.00	21.00
* Certified Worker 601+ Working Days plus Certification	\$24.66	24.86	24.86	24.86
* Lead Hand	\$ 27.27	27.47	27.47	27.47
* Supervisor (-15)	\$30.68	30.88	30.88	30.88
* Supervisor (+15)	\$32.18	32.38	32.38	32.38

~~ALL OF THE ABOVE WAGE INCREASES ARE BASED ON A THREE (3) YEAR AGREEMENT.~~

When required by the Employer, these positions will be filled by appointment of the Employer.

~~* For the purposes of determining the Cost of Living Allowance increases, the Consumer Price Index — Vancouver Region as of March 31st, shall be the determining factor to calculate the wage increases.~~

4:01 Any Employee who is in possession of an **Occupational Industrial** First Aid Ticket, Level 3 or higher, and is designated as responsible for first aid shall be paid as a minimum Hazmat Worker 1 rate of pay plus fifty cents (50c) per hour.

4:02 ~~Effective May 1, 1999,~~ There shall be established a ratio of uncertified to Certified Workers. It is agreed that ~~after this date~~ the ratio of uncertified to Certified Workers shall not exceed 3 to 1, which includes either the Foremen or Lead Hands, while there are Certified Workers who are unemployed and seeking employment in the industry. In the even the ratio is exceeded, the unemployed Certified Workers shall be hired to replace the uncertified workers until such time as the ratio requirements are met. This clause shall not be applicable where the use of this clause would cause a Certified Worker to be paid room and board as required and described in Article 12:02.

Article 5

Annual Vacation and General Holidays with Pay

General Holidays are: New Year's Day, **Family Day**, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day or any day so proclaimed by the Federal or Provincial Governments. Employees will be paid at the rate of double time (2x) for all hours worked on these holidays.

It is agreed that when any Statutory Holiday falls on a Saturday and/or Sunday, the following working day and/or working days will be observed.

In the event Canada Day or Remembrance Day should fall on a Tuesday, Wednesday or Thursday, the Friday immediately following shall be observed as the holiday.

Combined General and Annual Holidays with pay shall be paid for at the rate of four percent (4%) for all probationary employees, six percent (6%) for Hazmat Worker 1, 2 and 3 employees, ~~eight percent (8%) for Hazmat 2 employees~~, and twelve percent (12%) for all other classifications. These rates shall be paid on total gross wages earned. The combined percentage shall be paid on each pay cheque. Any 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 and the Employer.

Article 6

Health and Welfare Pension Plans

6:01

Health and Welfare Plan: The Employer agrees to remit to the International Union of Painters and Allied Trades District Council 38 Health & Welfare Trust Fund the sum of two dollars and ~~twenty-seven cents (\$2.2707)~~ for each hour worked, or portion thereof, for which an employee receives pay, which payment together with a duly completed Employer Remittance Report form, shall be remitted to the said Fund by the fifteenth (15th) day of the month following the month for which the contributions are due.

~~Effective April 1, 2011 the Health & Welfare contribution rate will increase by ten cents (\$0.10) to \$2.17 per hour worked and effective April 1, 2012 the contribution rate will increase a further ten cents (\$0.10) to \$2.27 per hour worked.~~

6:02

Pension Plan: The Employer shall pay on behalf of its Employees to the International Union of Painters and Allied Trades Union & Industry Pension Plan (Canada) the sum of one dollar and ~~forty-five~~~~thirty~~ cents (\$1.4530) for each hour or portion thereof worked. The payments together with a duly completed Employer Remittance Report Form, shall be remitted to the Fund by the fifteenth (15th) of the month following for which contributions are due.

~~Effective April 1, 2011 the pension contribution rate will increase by five cents (\$0.05) to \$1.35 per hour worked and effective April 1, 2012 the pension contribution will increase further ten cents (\$0.10) to \$1.40 per hour worked.~~

**Effective May 1, 2017, the contribution will increase to \$1.50 per hour worked.
Effective May 1, 2018, the contribution will increase to \$1.55 per hour worked.**

It is agreed that Pension Fund contributions are not required on behalf of Probationary Employees. **Members classified as Hazmat 1, 2 or 3, on the date of ratification, shall continue to be entitled to pension contributions and shall be "red-circled". The Employer shall not contribute pension on behalf of any new Hazmat 1, 2 or 3 workers.**

Article 7 Training Fund

The Employer shall contribute on behalf of each British Columbia Employee twenty-five cents (\$0.25) for each and every hour worked by the Employee to the I.U.P.A.T Training Fund. The purpose of this Fund shall be to train and certify competent workers in the Hazardous Materials Industry. Contribution of this Fund shall be remitted monthly on the remittance form. This Fund shall be administered ~~by four (4) Trustees, appointed by the Union,~~ in accordance with the terms of the Trust document.

The contribution will increase by ten cents (\$0.10) per hour upon ratification. In the event that a new training program is not implemented within one year of ratification, the parties will meet to assess the additional funding requirements of the Fund.

On a monthly basis, the Executive Director of the HMA will submit financial and operational reports to the trustees of the Fund and HMA Employers. These reports will show monthly income and expenditures. The Executive Director will provide a monthly written report detailing training provided to members.

Article 8 Administration Fund – Delete Article

~~The employer shall contribute twenty cents (\$0.20) for each and every hour worked by the Employee to the District Council 38 Administration Fund. This Fund will be used to assist the Union in policing the Hazardous Materials Industry.~~

Article 11 Add new Article 11:04 "Medical Requirements"

Employers may require employees employed in the Probationary Employee Classification to undergo physical and medical testing as required to ascertain both the capability and safety of the employee to complete assigned work.

The Employer will bear the cost of such testing. The Employer shall not exercise this right in an arbitrary or discriminatory manner.

Article 12 Hours of Labour and Shifts

12:01 (a) The regular shift shall consist of eight (8) hours per day and is to be worked between the hours of 8:00 A.M to ~~5:30~~ 4 P.M. with one-half (1/2) hour off for lunch, and two (2) fifteen (15) minute coffee breaks.

When Employees are working in contaminated areas they shall forego their coffee breaks due to inconvenience and time-waste by the necessary decontamination procedures. They shall receive a one (1) hour lunch break. One half (1/2) of this lunch break shall be paid. This one (1) hour lunch period shall be exclusive of all decontamination procedures (ie: showers).

The employer must provide a covered and heated areas for eating and breaks and provide and maintain an adequate supply of cool potable water close to the work area for consumption during scheduled break times.

(b) A regular work week shall be forty (40) hours and five (5) days; Monday through Friday. The afternoon shift shall be eight (8) hours worked, between 4:00 pm and 12:00 am at ~~112.5% of the hourly rate.~~ a premium of one dollar (\$1.00) per hour.

(c) The midnight shift shall be seven and one-half (7 ½) hours worked, between 12:00 am and 8:00 am at 120% of the hourly rate.

(d) In the event an Employee shall leave work on his own accord before the completion of his scheduled shift the foregoing shift premiums shall be paid on a pro-rata basis. The majority of the hours worked on the shift will dictate which rate the entire rate is paid at. If the hours worked are split equally between shifts, the higher premium shall apply to the entire shift.

(e) All hours in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at time and one-half (1 ½ x), and all hours worked in excess of eleven (11) hours per day or forty-eight (48) hours per week shall be paid for at double time (2x).

For the purposes of determining overtime, workers who have worked a minimum of thirty-two (32) hours after a Statutory holiday will be entitled to overtime pay for the following weekend work when requested by the Employer.

12:02 Out-of-Town Living-Out Allowance

Out-of-town shall be described as a project or job where the combined travel time and daily travel allowance exceeds the required minimum daily living-out allowance.

Option 1: The employer can elect to supply reasonable room accommodation and meal allowance on the basis of a minimum daily living-out allowance of ~~ninety five dollars (\$95.00) per day. Effective May 1, 2011 this amount shall be increased to one hundred dollars (\$100.00) and effective May 1, 2012 this amount will increase to~~ one hundred and five dollars (\$105.00) per day; or

Option 2: The Employer shall provide the employee with a room, plus a ~~forty five dollars (\$45.00) per day meal allowance. Effective May 1, 2011 this amount shall be increased to fifty dollars (\$50.00) per day and effective May 1, 2012 this amount will increase to~~ fifty-five dollars (\$55.00) per day meal allowance.

The above options will be at the discretion of the Employer, except for those employees designated as Lead Hand or Supervisor, whom will make the decisions themselves.

Article 16 Vancouver Metro Zone

16:01 (a) The Vancouver-New Westminister Metropolitan Zone shall extend to the exterior boundaries of West Vancouver, North Vancouver, University Area, Richmond, Delta, White Rock, ~~Langley (200th Street)~~ (248th St), Coquitlam, ~~Port Coquitlam, Maple Ridge (248st.),~~ and continue in a direct line from the northern boundary of Coquitlam to Indian Arm.

(b) There will be no payment for daily travel within this zone.

(c) Vancouver Downtown Parking: Where public transit is not available or where the Employer fails to supply an alternate method of transportation and/or parking arrangement, acceptable to the Union, then it is agreed that the Employer will reimburse Employees for the costs actually incurred (to a maximum of fifteen dollars (\$15.00) per day).

(d) **If Employees are instructed to commence work at a project location, shop, office or employer place of business and are required to travel to another location, the employee shall be paid at the applicable rate of pay for all time traveling between locations. This includes but is not limited to mobilization or demobilization. The foregoing shall be considered actual time worked for the calculation of overtime.**

16.03 (a) On jobs situated beyond the boundaries of the Metro Zones in Sections 16:01 and 16:02, each member using his own vehicle shall be paid ~~fifty-four cents (\$0.5054)~~ per kilometer for mileage driven to and from the Metro Zone limits. When the employee is required to transport other Employees of the Employer, the mileage shall be increased to ~~fifty five (\$0.55)~~ **sixty (\$0.60)** cents per kilometer.

Article 19 Dues Check-Off

It is agreed the Employer shall deduct forty-five cents (\$0.45) per hour as Administrative Dues Check-Off for each and every hour earned from each and every Employee coming within the scope of this Agreement and remit same to the Financial Secretary of the Local Union who has been authorized to receive the Check-Off monies.

In addition, The Employer shall deduct Basic Dues (currently ~~\$30.00~~ ~~\$23.70~~ per month) each and every month from each and every Employee.

If the Union requests a change in the dues structure during the life of this Agreement, the Employer will agree to the Union's request.

The Employer also agrees to deduct initiation fees from the Employee's pay cheque upon receipt of a Letter of Authorization from the District Council.

Article 23 Term of Agreement

This Agreement shall be for the period from and including May 1, ~~2013~~ to and including April 30, ~~2013~~ and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement which is April 30, 2013 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.

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 give notice of strike, or the Employer shall give notice of lockout, or the Parties shall conclude a renewal or a revision of the Agreement, or a new Collective Agreement.

It is agreed between the Parties that Section 50(2) and Section 50(3) of the Labour Relations Code is hereby excluded in accordance with Section 50(4) of the Labour Relations Code of British Columbia.

Letter of Understanding #1 – Revised & Combined with LOU #3

This Letter of Understanding forms part of the Collective Agreement between the Parties signatory to the 2013-2019 British Columbia & Yukon Territory Hazardous Materials Abatement Collective Agreement.

It is hereby agreed between the Parties that effective May 1, 1992 the category of employee called "Certified Worker" shall be established. The Parties also agree to the establishment of a Joint Advisory Committee consisting of two (2) Employers appointed by the Hazardous Materials Association of BC (HMABC) and two (2) Union Representatives selected from amongst the Trustees of the Training Fund (Article 7) to oversee matters associated with training such as curriculum development, testing and the review of appeals that may be brought on by

Employees who because of exceptional circumstances such as language disability, reading deficiencies etc., have not been able to pass the required examination for certification.

The parties agree that upgrading courses shall be developed for all wage categories. In order for workers to achieve HazMat Worker status they will have to complete the courses identified for the level, and fulfill any qualifications required by the collective agreement. It is further agreed that the progression from Probationary Worker, through the steps to Certified Worker is of benefit to both the employee and the employer and that certain training courses, experience and skills are required to progress from one step to the next. This progression is explained below.

Once all requirements are met, the employee will be tested for promotion to the next step and ultimately to the Certified Worker classification. They will be tested to ascertain if they have achieved the required competency prior to promotion to the next level. Testing will consist of required demonstrations of the required skills and abilities of a next level in the progression. Only those passing this test will be moved to the higher wage step. Failure will result in the employee remaining the lower level until such time as they pass the test, re-tests are permitted once every six months.

~~Where a proposed Certified Worker does not meet the qualifications set forth by the Joint Advisory Committee, his wage package increase shall be deferred until such time as the Committee approves his upgrade.~~

In addition to the above, the parties further agree that the training requirements listed below identifying specific training for each classification in the agreement is not intended to be static. This list, ~~which was presented to the Union by the Employer on April 24, 2007~~ will be used as the guidelines for this training.—The parties agree that after the Ratification of the ~~2007-2010~~**2013-2019** British Columbia and Yukon Territory Hazardous Materials Abatement Collective Agreement, the Union and Employer Representatives and the manager of the Hazardous Materials Association will meet within thirty (30) to sixty (60) days of ratification of the agreement to ~~finalize this document~~ **review current training requirements & curriculum, agree on testing requirements and discuss industry trends.**

Training Requirements

Probationary Worker

Employer supplied orientation
WHMIS
Hearing (dosimetry) test card
Asbestos Awareness
Mold Awareness

HazMat Worker 2

Fall Protection (OSHA)
TDG
Confined Space
PCB/Heavy Metal Awareness

HazMat Worker 1

Asbestos certification 3 day issued card through Local 138
SPEWP
Level 1 First Aid
Lead Awareness

Certified HazMat Worker

WCB Regulatory Awareness Course (8 hours)
~~Development of Experienced Control and Safety Person~~
Health and Safety Training (general)
~~Hazwoper 40 hour (OSHA) course~~

These requirements are cumulative, that is to say that a Certified Worker requires not only those requirements listed, but all of the requirements for the roles preceding it as well. It is the responsibility of all workers to maintain and keep current all training and certifications. The Union will maintain a database of certifications and qualifications and provide employers with updated listings upon request.

When the employer requests that an Employee attend training programs, outside of mandatory training required, the Hazardous Materials Association Trust Fund will provide and or pay all training costs. The Employer agrees to pay the workers their straight time hourly rate when attending, "other than mandatory" training, and only on the workers' successful completion of that training.

Where the training cannot be provided by the Union, the Employers will have the right to obtain the training elsewhere and submit the bills for such training to the trustees of Fund for approval.

In lieu of the program noted above, the parties will review the Ontario Hazardous Materials Worker Apprenticeship Program for the purpose of implementation of a similar program that also takes into account the WorksafeBC regulations regarding Qualified Persons for supervisory personnel.

Letter of Understanding #2

~~This Letter of Understanding forms part of the Collective Agreement between the Parties signatory to the 2010-2013 British Columbia & Yukon Territory Hazardous Materials Abatement Collective Agreement.~~

- ~~1. For the purpose of bidding work as outlined in Article 2:04 (Industrial Projects) the prevailing wages and conditions for commercial projects shall apply.~~
- ~~2. It is further agreed that should the Union experience difficulties attracting workers due to the prevailing wages rates and conditions, the Parties will meet to resolve the issue.~~

Letter of Understanding #3

~~This Letter of Understanding forms part of the Collective Agreement between the Parties signatory to the 2010-2013 British Columbia & Yukon Territory Hazardous Materials Abatement Collective Agreement.~~

~~The parties agree that upgrading course shall be developed for all wage categories. In order for workers to achieve HazMat Worker status they will have to complete the courses identified for the level, and fulfill any qualifications required by the collective agreement.~~

~~In addition to the above, the parties further agree that the training requirements listed below identifying specific training for each classification in the agreement is not intended to be static. This list, which was presented to the Union by the Employer on April 24, 2007 will be used as the guidelines for this training. The parties agree that after the Ratification of the 2007-2010 British Columbia and Yukon Territory Hazardous Materials Abatement Collective Agreement, the Union~~

~~and Employer Representatives and the manager of the Hazardous Materials Association will meet within thirty (30) days of ratification of the agreement to finalize this document.~~

Training Requirements

Probationary Worker

Employer supplied orientation
WHMIS
Hearing (dosimetry) test card
Asbestos Awareness
Mold Awareness

HazMat Worker 1

~~Asbestos certification 3 day issued card through Local 138~~
SPEWP
Level 1 First Aid

HazMat Worker 2

Fall Protection (OSHA)
TDG
Confined Space

Certified HazMat Worker

~~WCB Regulatory Awareness Course (8 hours)~~
~~Development of Experienced Control and Safety Person~~
~~Health and Safety Training (general)~~
~~Hazwoper 40 hour (OSHA) course~~

~~When the employer requests that an Employee attend training programs, outside of mandatory training required, the Hazardous Materials Association Trust Fund will provide and or pay all training costs. The Employer agrees to pay the workers their straight time hourly rate when attending, "other than mandatory" training, and only on the workers' successful completion of that training.~~

Letter of Understanding #4

This Letter of Understanding forms part of the Collective Agreement between the Parties signatory to the 2013-2019 British Columbia & Yukon Territory Hazardous Materials Abatement Collective Agreement.

Article 4:02 amended to read:

Effective (date of signing) there shall be established a ratio of uncertified to Certified Workers. It is agreed that after this date, the ratio of uncertified to Certified Workers shall not exceed 4 to 1, which includes either the Supervisor or Lead Hands, while there are Certified Workers who are unemployed and seeking employment in the industry. In the event the ratio is exceeded, the unemployed Certified Workers shall be hired to replace the uncertified workers until such time as the ratio requirements are met. This clause shall not be applicable where the use of this clause would cause a Certified Worker to be paid room and board as required and described in Article 12:02.

Renew letter as written.

LOU – New – Labour Management Committee

The Parties shall establish a new Hazardous Materials Abatement Joint Labour/ Management Committee (HMLMC). The primary objective of the HMLMC shall be to provide the Parties with an ongoing, structured forum wherein:

- concerns related to safety, labour supply, productivity, market competitiveness and/or other matters of mutual interest, can be discussed, and
- initiatives can be developed, implemented, maintained and enhanced which increase market share in the unionized hazardous materials abatement industry.

Unless otherwise mutually agreed by the parties, in writing, the HMLMC shall operate in accordance with the following principles:

- Minimum of one (1) meeting every three (3) calendar months. Meetings shall be held at the Hazardous Materials Association building. The first such meeting shall take place no later than ninety (90) days after the ratification of the agreement.
- Minutes of all meetings shall be kept and maintained although it is not the intention of the Parties for such meetings to be formal and/or governed by Robert's Rules of Order.
- A designated Employer representative shall invite all signatory employers active in the hazardous materials abatement sector to each meeting. Reasonable notice shall be provided to foster participation. One (1) employer representative from each signatory contractor may attend the meeting.
- The Union shall invite all appropriate representatives to each meeting. Reasonable notice shall be provided to foster participation.
- The Parties may jointly agree to invite other individuals to a HMLMC meeting(s) for the purpose of providing input which could be helpful in advancing the HMLMC's objectives.
- All representatives of both Parties shall participate in the HMLMC on a good faith basis and shall work together pro-actively, and in a spirit of cooperation, with the goal of securing more work for the Union's members and HMA signatory employers.