

# **LABOURERS STANDARD ICI AGREEMENT**

**By and Between:**

**Construction and Specialized Workers' Union  
Local 1611**

(Hereinafter referred to as the "Union")

**And:**

**Construction Labour Relations  
Association of British Columbia**

**On its own behalf, on behalf of its member Employers who have authorized the  
Association to execute this Agreement and who are included on the attached  
signatory list, and those members added from time to time by notice given to the  
Union.**

(Hereinafter referred to as the "Employer")

**May 1, 2004 to April 30, 2010**

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Refer to Appendix "B" for definitions and abbreviations applicable to this Agreement.

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**ARTICLE 1.000 - OBJECTS**

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The objects of this Agreement are to: stabilize the construction industry, provide fair and reasonable working conditions and 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 and lockouts, enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented, and promote good public relations.

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**ARTICLE 2.000 - DURATION**

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- 2.100** This Agreement shall be in full force and effect from and including May 1, 2004 to and including April 30, 2010 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 and not less than two (2) months immediately preceding the date of April 30, 2010 or immediately preceding the last day of April 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 this Agreement or a new Agreement.
- 2.200** 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 revision of this Agreement, or a new Agreement.
- 2.300** The operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia are hereby excluded.
- 2.400** All matters not governed by a specific date of application within this Agreement shall become effective on the date on which this Agreement was ratified by the parties (i.e. August 14, 2006).

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**ARTICLE 3.000 - EXTENT**

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**3.100 Application**

- 3.101** This Agreement shall apply to all Employees of the Employer engaged in the classifications listed in Schedules "A" through "E" attached hereto, on all Industrial and Commercial/ Institutional construction work coming under the jurisdiction of LIUNA, in the province of British Columbia, and shall be binding on the Employer and the Union and their respective successors or assigns.
- 3.102** Any Employer signatory to this Agreement shall, when doing work governed by the Laborers Mainline Pipeline Agreement for Canada, the Mason Tenders Standard Industrial Agreement, the Mason Tenders Standard Commercial/Institutional Agreement, the Labourers Road Building Agreement, the Plasterer Helpers Standard ICI Agreement, or any other Association Agreement, do such work in accordance with the terms and conditions of the applicable Agreement.

**3.200 Subcontracting**

- 3.201** Refer also to Letter of Understanding Re: Subcontracting.
- 3.202** (a) The terms of this Agreement shall apply to all subcontractors or subcontracts let by the Employer. The Employer agrees to engage only those sub-contractors having an Agreement with the Union, prior to commencing work. (Refer also to Letter of Understanding Re: Subcontracting.)
- (b) The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of this Agreement on the subcontractor. (Refer also to Letter of Understanding Re: Subcontracting.)

**3.300 Owner Operators**

- 3.301 Where an Owner Operator performs work for which such Owner Operator has been hired or which such Owner Operator has subcontracted, such Owner Operator shall, prior to commencing such work, be, or become a member of, and obtain a clearance from the Union. Such Owner Operator shall abide by all the provisions of this Agreement, and shall, when such Owner Operator works beyond five (5) working days, be accorded all the rights, benefits, and privileges of this Agreement.
- 3.302 When such Owner Operator works beyond five (5) working days, such Owner Operator shall thereafter become an Employee and be paid wages in accordance with the hours of work and wage rates of this Agreement. Such payment shall not include time spent in the repair, servicing, or maintaining of such Owner Operator's own equipment.
- 3.303 Payment of wages shall be made separate to any other payments to which, for any reason, such Owner Operator is or may become entitled.
- 3.304 When the Employer rents equipment, the operators of such rented equipment shall be members of the Union.
- 3.305 The intent of Article 3.300 is to ensure the observance of its provisions for all persons performing work governed by this Agreement.
- 3.306 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.

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**ARTICLE 4.000 - WAGES, HOLIDAYS AND PAYROLL**

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**4.100 Hourly Wage Rates and Premiums**

4.101 The Employer shall pay wages, including premiums if applicable, to every Employee governed by this Agreement in accordance with Schedules "A" through "E" attached hereto. Such Schedules shall be deemed to be contained within and shall form a part of this Agreement.

Schedule "A"	Industrial Projects
Schedule "B"	Underground Projects
Schedule "C"	Drilling, Blasting, Shoring - Industrial Projects
Schedule "D"	Drilling, Blasting, Shoring - Commercial/Institutional Projects
Schedule "E"	Commercial/Institutional Projects

- 4.102 (a) Where an Employee works one (1) or more shifts in a higher wage rate classification than that for which he was dispatched, such Employee shall be paid in accordance with such higher wage rate classification for such shift(s).
- (b) Where an Employee works in multiple wage rate classifications during his shift, such Employee shall be paid in accordance with the highest wage rate classification for the entire shift.
- 4.103 An Employee shall not be required to work in a lower wage rate classification than that for which he was dispatched, unless such Employee agrees to do so in writing, and affixes his signature to such written agreement.

**4.200 Annual Vacation and Statutory Holiday Pay**

4.201 Annual vacation pay shall be six percent (6%) of gross earnings and statutory holiday pay shall be six percent (6%) of gross earnings. Annual vacation pay and statutory holiday pay shall be combined at the

rate of twelve percent (12%) of gross earnings, and shall be paid to each Employee on each pay cheque.

**4.202** Notwithstanding Article 4.201, the Union may, at its discretion, reduce the combined annual vacation and statutory holiday pay percentage applicable in accordance with Schedules “A” through “E” attached hereto, and reallocate the resulting difference to the Employer contribution to the CSW Medical and Benefit Plan required in accordance with Article 9.100.

**4.300 Statutory Holidays**

**4.301** The following statutory holidays shall apply to all work governed by this Agreement. (Refer also to Article 4.302.)

New Year's Day, Heritage Day (3<sup>rd</sup> Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday preceding B.C. Day, B.C. Day, Friday preceding Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

**4.302** Notwithstanding Article 4.301, on Commercial/Institutional projects only, Heritage Day (3<sup>rd</sup> Monday in February) and the Friday preceding Labour Day may be floated, and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.

**4.303** All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.

**4.400 Payment of Wages**

The timely payment of wages and annual vacation and statutory holiday pay required in accordance with this Agreement is essential for the protection of the Employees.

**4.401** The Employer shall, at least every second Friday, pay to each Employee 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 statutory holiday falls on the regular pay day, payment shall be made the preceding day. Notwithstanding the foregoing, on projects where two (2) or more shifts are required, the second and third shift shall be paid at least every second Thursday.

**4.402 (a)** Payment of wages shall be made during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the Employees to cease work until payment of wages or other arrangements are made.

**(b)** The provisions of Article 8.300 shall also apply to the delinquent payment of wages.

**4.403 (a)** In the event that an Employee ceases to be an Employee of the Employer, for any reason, the Employer shall pay such Employee all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing not later than the next day after the date of the cessation of employment.

**(b)** If a pay office is not established at the project concerned, then alternative arrangements shall be made with the Employee. These arrangements shall include suitable financial arrangements to enable such Employee to reach his point of hire, and in the event that such suitable financial arrangements include an advance of cash, such advance shall be deducted from the Employee's final pay cheque which shall be mailed to the Employee not later than the following working day, to an address designated by the Employee.

**4.404** 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 conditions until there is compliance with the conditions.

**4.405** The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the number of hours at straight time rates and at overtime rates, for each classification worked and the total deductions from the amount earned.

**4.500 Bonding, Payroll Failures and Out of Province Firms**

**4.501** Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to twenty five thousand dollars (\$25,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or Employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

**4.502** Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to:

- (a) inspect such Employer’s payroll, and/or
- (b) require the posting of a suitable bond, and/or
- (c) require that payment of wages and other payroll requirements be made by cash or certified cheque.

**4.503** Any Employer whose head office is located outside of BC shall establish a local pay office.

**4.600 New Employee Classifications**

**4.601** In the event any type of equipment or work methods is introduced which is not included in the list of classifications contained in Schedules “A” through “E” attached hereto, the parties shall promptly negotiate a wage rate for such equipment or work method.

**4.602** Every effort shall be made to conclude negotiations within fifteen (15) calendar 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.

**4.603** In the event of disagreement, the question of a rate to be paid shall be referred to arbitration in accordance with Article 15.000.

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**ARTICLE 5.000 - HOURS OF LABOUR, SHIFTS AND CALL OUT TIME**

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**5.100 Regular Hours**

**5.101** Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.

**5.102** The regular work week shall be between 8:00 am Monday and 5:00 pm Friday, and the regular work day shall be as per the following schedule:

Straight Time:	8:00 am to 12:00 noon	4.0 hours
Meal:	12:00 noon to 12:30 pm	0 hours
Straight Time:	12:30 pm to 4:30 pm	4.0 hours
Total Straight Time Hours:		8.0 hours

The meal break may be extended up to one (1) hour upon mutual agreement of the parties, and in such case the remainder of the regular work day shall be rescheduled accordingly.

#### **5.103 Starting and Stopping Times**

Notwithstanding any/all contrary provisions of this Agreement:

- (a) The starting and stopping time on a project may be varied by one (1) hour earlier or later than the normal 8:00 am start at the Employer's discretion. All Employees working on the same shift are not required to have the same starting and stopping time.
- (b) On Industrial projects the starting and stopping times shall be at the tool lockup or lunch room (for non camp projects).
- (c) On Commercial/Institutional projects the starting time of the Employees shall be from the designated lockup at ground level or one (1) level either up or down from ground level.

#### **5.104 General Provisions**

- (a) Adequate time shall be allowed prior to quitting time for picking up tools.
- (b) One (1) hours notice of termination, with pay, shall be given by the Employer. The Employee shall use this time to gather personal belongings and tools together and attend to all matters dealing with his termination. The foregoing shall be interpreted to mean that an Employee, when terminated, shall be allowed to leave the project one (1) hour before the end of the shift, with pay for the full shift.
- (c) The Employer shall allow time off work, without pay, for any Employee who is serving on a Union committee, or for purpose of serving as a Union delegate to any conference or function, provided that this can be done without cost to the Employer. Any Employee who acts in accordance with the foregoing provision shall neither lose his job and/or be otherwise discriminated against for having done so.

#### **5.200 Compressed Work Week**

A compressed work week may be established by the Employer. The terms and conditions of such work week shall supercede any/all contrary provisions of this Agreement.

#### **5.201 Hours of Work**

- (a) Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premiums shall apply.
- (c) Notwithstanding Articles 5.201 (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

**5.202 Overtime****(a) Industrial Projects**

- (i) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (ii) All other overtime hours, including all hours worked in excess of ten (10) hours per day, and all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

**(b) Commercial/Institutional Projects**

- (i) The first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (ii) The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (iii) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

**5.203 Statutory Holidays**

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory holiday shall be observed on the Tuesday.
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

**5.300 Shifts****5.301 Scheduling**

- (a) The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Notwithstanding the foregoing, there shall be no minimum number of consecutive days necessary to constitute an afternoon shift and/or night shift on an industrial "shut down" project.
- (c) On any shift operation in excess of ten (10) hours per shift, a meal break of one-half (½) hour shall be

provided at the end of eight (8) hours, and shall be paid at the otherwise applicable straight time hourly rate.

**5.302 Shift Premiums**

The Employer shall pay a shift premium over and above the otherwise applicable straight time hourly wage rate to any Employee who is employed on an afternoon or night shift. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

Afternoon Shift: The applicable minimum straight time hourly wage rate shall be increased by seven percent (7.0%) for each hour worked on any shift which commences between 3:30 pm and before 8:30 pm. Second and subsequent meal breaks are not considered to be hours worked.

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent (16.0%) for each hour worked on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked.

Notwithstanding any contrary interpretation of the foregoing schedule, a shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift. Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

**5.400 Call Out Time**

**5.401** When an Employee is called out for work and no work is performed, such Employee shall be paid four (4) hours at the otherwise applicable straight time or overtime hourly rate. Notwithstanding the foregoing, in the case of inclement weather such Employee shall be paid only two (2) hours at the otherwise applicable straight time or overtime hourly rate.

- 5.402** (a) When an Employee is called out for work and work is performed, such Employee shall be paid a minimum of four (4) hours at the otherwise applicable straight time or overtime hourly rate unless:
- (i) the Employee did not report to the project site in a competent condition to carry out his duties, and/or
  - (ii) adequate notice to not to report for work was provided. Adequate notice shall be defined as two (2) hours notice prior to starting time where camps are not maintained, with such notice to be by telephone or pre-arranged radio broadcast, and one (1) hours notice prior to starting time where camps are maintained.
- (b) Each Employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfil the notice obligations of Article 5.402 (a) (ii) by contacting that telephone number.

**5.403** When an Employee works in excess of four (4) hours but less than eight (8) hours in any one shift, such Employee shall be paid eight (8) hours at the otherwise applicable straight time or overtime hourly rate. Notwithstanding the foregoing, an Employee shall not be eligible to be paid for greater than the actual hours worked if such Employee is not available for work and/or the owner's engineer suspended work due to inclement weather.

**5.404** When an Employee reports at the request of the Employer and performs work at overtime rates prior to

such Employee's regular starting time, such time shall be considered as overtime only and shall not be considered in calculating his daily minimums in accordance with Article 5.400.

**5.500 Rest Breaks**

- 5.501** Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. In addition, a third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Notwithstanding the foregoing, such third rest break shall not be taken if a second meal break is provided in accordance with Article 6.202.
- 5.502** Notwithstanding Article 5.501, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration.
- 5.503** Rest breaks shall be taken at a location determined by mutual agreement between the Employer and Employees.

**ARTICLE 6.000 - OVERTIME AND MEALS**

**6.100 Overtime**

**6.101 Definition**

- (a)** All hours worked outside the regular hours or the accepted variations thereof, and/or outside the established shift hours, shall be considered overtime until a break of eight (8) hours occurs, except where working hours have been changed to obey fire prevention regulations made under the *Forest Act* and/or the *Forest Practices Code of BC Act*.
- (b)** Overtime shall be computed daily in units of not less than fifteen (15) minutes. For purposes of calculation, any portion of fifteen (15) minutes shall be considered as fifteen (15) minutes.

**6.102 Industrial Projects**

- (a)** The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b)** All other overtime hours shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

**6.103 Commercial/Institutional Projects**

- (a)** The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (b)** The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- (c)** All other overtime hours shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

**6.200 Meals**

- 6.201 (a)** On a regular shift, a one-half (½) hour meal break shall be taken after four (4) hours of work, or as near that time as possible.

- (b) Notwithstanding Article 6.201 (a), on any shift where an Employee is required to work extended daily hours in excess of nine hours (9) hours, the one-half (½) hour meal break shall be taken after five (5) hours of work.
- 6.202**
  - (a) A second meal break of not less than one-half (½) hour shall be provided by the Employer to any Employee who is required to work extended daily hours in excess of ten (10) hours.
  - (b) The second meal break shall take place not more than five (5) hours after the completion of the first meal break, and the Employer shall provide a meal at no cost to the Employee(s).
  - (c) The second meal break shall be considered as time worked, and shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate.
  - (d) If an Employee is required to continue work, then an additional hot meal shall be supplied every four (4) hours, with the same conditions to apply as with the second meal break.
- 6.203** When an Employee is required to work through the regular established meal period, such Employee shall be paid the applicable overtime rate and shall be given time of one-half (½) hour to consume his meal before or after the regular meal period. Such time shall be paid for as part of the regular shift.

**ARTICLE 7.000 - TRANSPORTATION**

**7.100 Initial and Terminal Travel Allowance**

- 7.101** The Employer shall pay an initial and terminal travel allowance of fifty cents (\$0.50) per road kilometre to any Employee who is directed or dispatched to an out-of-town project. Such allowance shall be:
  - (a) payable each way, and the distance travelled shall be calculated from the Employee’s residence to the project via the most direct route.
  - (b) subject to annual adjustments throughout the duration of this Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.

Refer to Article 7.102 for further clarification and exceptions.

**7.102** Notwithstanding any/all contrary provision(s) of this Agreement:

**(a) Ferry Fares**

The Employer shall reimburse an Employee, upon the submission of the appropriate receipts, for any/all ferry fares (car and driver) which are incurred in the course of initial and terminal travel. Highway tolls shall not be a reimbursable expense.

**(b) Air Travel**

Where an Employee requests to use air travel to travel to the project, the following terms and conditions shall prevail.

- (i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (ii) The Employer may pre-arrange the air travel to/from the airport nearest the Employee’s point of residence. The air carrier and class of ticket shall be at the discretion of the Employer, but shall

be via a regularly scheduled carrier. Notwithstanding the foregoing, the Employer shall not direct an Employee to fly “standby”.

- (iii) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

**(c) Standard “Lump Sum” Amount Option**

Where a variety of travel distances exist for Employees to a particular project, the Employer and the Union may agree upon a standard initial and terminal travel allowance “lump sum” amount which shall be paid to all applicable Employees on the project. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**(d) Timing of Payment**

The Employer shall ensure that an Employee receives payment for the applicable initial travel allowance and any/all applicable reimbursements for incurred expenses (i.e. ferry fares, etc.) within seven (7) calendar days of the Employee’s first shift on the project. Notwithstanding the foregoing, the Union and the Employer may mutually agree to vary this requirement. Such agreement shall be reached prior to the commencement of work on the project, and prior to date of tender if possible.

**(e) Termination of Employment**

In the event an Employee voluntarily terminates his own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the Employee’s terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee’s final pay cheque.

**(f) Lack of Work**

- (i) An Employee dispatched to a project before the project is ready shall be paid waiting time at the otherwise applicable hourly wage rate until such time as work on the project commences, or shall have their return transportation paid by the Employer.
- (ii) If the Employer fails to provide work for an Employee, and such Employee is required to ‘stand by’ for more than two (2) consecutive shifts, such Employee reserves the right, at his sole discretion, to terminate his employment on the basis of “lack of work”. The Employer shall issue an Record of Employment consistent with the foregoing, and the Employer shall be required to pay both Employee’s initial and terminal travel allowance. Call out time without work does not constitute work provided.

**7.200 Daily/Local Travel**

Article 7.200 shall not be applicable on Commercial/Institutional projects.

- 7.201** For the purposes of Article 7.200 only, a local resident shall be defined as an Employee who has resided at an address in the said city, town, or village for a period of sixty (60) days immediately prior to the commencement of the project.
- 7.202** On any project situated within eight (8) kilometres of the centre of the city, town or village in which the Employee is a local resident, such Employee shall travel daily to and from such project at no cost to the Employer.
- 7.203** On any project situated beyond eight (8) kilometres of the centre of the city, town or village in which the Employee is a local resident, such Employee shall receive thirty-eight cents (\$0.38) per kilometres each

way as a daily travel allowance up to a distance of thirty-two (32) kilometres or a total of forty (40) road kilometres from such centre. All additional mileage to projects beyond forty (40) road kilometres from such centre shall be paid at the rate of forty-four cents (\$0.44) per kilometre each way for such additional mileage to reimburse the Employee for daily travel allowance and daily travel time.

**7.204** As an alternative to Articles 7.202 and 7.203, 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 WCB 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 eight (8) kilometre distance called for above, and that the time spent in travelling to/from such marshalling point or points to/from the project site shall be done during regular hours, and while an Employee is on the payroll.

**7.205** Where a variety of travel distances exist for Employees to a particular job, a pre-tender and/or pre-job conference between the Employer and the Union may be held to arrive at a mutually agreed amount which shall be paid to such Employees on the project.

**7.300 Camps**

**7.301 Marshalling Points**

- (a) On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of thirty (30) minutes.
- (b) Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of return to that point on conclusion of work, excluding the meal period where applicable, shall be paid at the applicable straight time or overtime hourly wage rate.
- (c) The matter of provision on transport shall be at the Employer's discretion.

**7.302** Vehicles used to transport Employees shall be approved passenger vehicles conforming to public transit standards and shall be operated in compliance with WCB regulations.

**7.400 Metro Travel**

**7.401 Industrial Projects**

- (a) On Industrial projects only, a Metro Travel premium of seventy-five cents (\$0.75) per hour worked shall be paid to all Employees employed in the Vancouver-New Westminster, Victoria and/or Nanaimo Metropolitan Areas. (Refer to Appendix "B" for Metropolitan Area definitions.)
- (b) Such premium shall be added to the wages and paid regardless of the Employee's place of residence.

**7.402 Commercial/Institutional Projects**

The payment of Metro Travel premiums is not required on Commercial/Institutional projects.

**7.500 Periodic Leave**

- 7.501** (a) On out-of-town projects of over fifty (50) calendar days duration, a periodic leave shall be made available to Employees every forty (40) calendar days.
- (b) When leave is desired in accordance with Article 7.501 (a), an allowance for periodic leave shall be

provided by the Employer on a “use it or lose it” basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.

0 km to 249 km	n/a
250 km to 500 km	\$ 100.00
501 km to 750 km	\$ 200.00
751 km to 1,000 km	\$ 250.00
over 1,000 km	\$ 325.00

The mileage shall be computed from the project to the Employee's place of residence.

- 7.502** (a) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.
- (b) The timing of such periodic leave shall be decided by mutual agreement. In no event shall an Employee receive leave unless he actually returns to his place of residence. Living Out Allowances shall not be paid during leave periods.
- 7.503** (a) For the purposes of Article 7.500, the term "out-of-town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than three hundred and twenty (320) kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's residence.
- (b) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic leave.
- 7.504** Employees qualifying for leave shall return to the transportation terminal nearest the Employee's residence. Notwithstanding the foregoing, Employees from union locals other than CSWU Local 1611 shall return to their point of dispatch within the province of BC.
- 7.505** There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.
- 7.506** Interpretations contained within Article 7.500 shall not be applied to any other provision contained within this Agreement.

**ARTICLE 8.000 - MONTHLY REMITTANCES**

The timely remittance of Employer contributions and Employee deductions required in accordance with this Agreement is essential for the protection of the Employees and other beneficiaries.

**8.100 General Provisions**

- 8.101** The Employer shall remit all Employer contributions and Employee deductions required under the terms of this Agreement, on behalf of those Employees working under the terms of this Agreement. Refer to Schedule “F” attached hereto.
- 8.102** Such Employer remittance shall:
  - (a) be made by a single payment, payable to CSW Medical and Benefit Plan of BC, inclusive of all obligations arising from hours up to the close of the Employer’s payroll ending closest to the last day of the preceding calendar month, and

- (b) be accompanied by a correctly completed Remittance Report Form, and
- (c) be received by the Union not later than the fifteenth (15th) day of the month following that for which such payments are payable, and
- (d) identify whether the minimum straight time hourly wage rate being paid to an Apprentice Labourer and/or Apprentice Concrete Specialist is less than \$18.50 per hour, or greater than or equal to \$18.50 per hour. (The Union shall modify the form to accommodate such information.)

**8.200 “Nil” Reports**

The Employer shall submit a “Nil” report if such Employer had employed no Employees during the period for which payments would otherwise have been payable. Notwithstanding the foregoing, the Employer shall not be required to submit a “Nil” report for a period in which no Employees had been employed, if the Union has been notified, in writing, that such Employer is no longer in business.

**8.300 Delinquent Remittance**

**8.301** In the event the Employer fails to remit Employer contributions and Employee deductions in the manner set forth in Article 8.000, such Employer shall be deemed to be delinquent and the Union shall notify the Employer accordingly, in writing.

**8.302** A meeting between the Union and the Employer shall take place within three (3) working days of the Employer receiving a notice of delinquent payment from the Union.

**8.303** In the event the matter is not resolved as a result of the meeting between the Union and Employer, the Union may, at its sole discretion, thereafter require payment by the Employer of all monies (wages, annual vacation and statutory holiday pay, Employer contributions, etc.) owing on a daily, weekly or bi-weekly basis. Alternatively, the Union may, at its sole discretion, also impose a ten percent (10%) penalty of the amount of the delinquent payment, and/or withdraw its members from the Employer’s project(s). Any/all such action by the Union shall not contravene the terms of this Agreement.

**8.400 Remittance Report Forms**

The Union shall supply Employers with the Remittance Report Forms, and the Union shall bear the cost of producing such Forms except in accordance with Article 9.404.

**ARTICLE 9.000 - EMPLOYER CONTRIBUTIONS  
(HEALTH AND WELFARE PLAN, PENSION PLAN AND INDUSTRY FUNDS)**

**9.100 CSW Medical and Benefit Plan of BC**

**9.101 Contribution Amount**

The Employer shall contribute the required amount to the CSW Medical and Benefit Plan of BC in the manner set forth in Article 8.000. The required amount, and the effective date applicable thereto, shall be as stipulated within Schedule “F” attached hereto.

**9.102 Distribution of Contributions**

The Employer contribution to the CSW Medical and Benefit Plan of BC shall be distributed, at the sole discretion of the Union, between the Health and Welfare Plan component and the Pension Plan component. CLR shall be advised, in writing, prior to any/every change in distribution.

**9.200 CSW Training Society Fund**

The Employer shall contribute thirty-five cents (\$0.35) per hour to the CSW Training Society Fund in the manner set forth in Article 8.000 and Schedule "F" attached hereto.

**9.300 BC Labourers Advancement Fund**

The Employer shall contribute the required amount to the BC Labourers Advancement Fund in the manner set forth in Article 8.000. The required amount, and the effective date applicable thereto, shall be as stipulated within Schedule "F" attached hereto.

**9.400 Contract Administration Fund**

**9.401** The Employer shall contribute thirteen cents (\$0.13) per hour, inclusive of GST, to the Contract Administration Fund in the manner set forth in Article 8.000 and Schedule "F" attached hereto. CLR may alter this amount by providing the Union with sixty (60) calendar days' written notice.

**9.402** The Union shall collect and forward to CLR, without exception, all monies designated for the Contract Administration Fund and received in accordance with the applicable Employer monthly remittance report form. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

**9.403** A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.

**9.404** Any cost incurred by the CSW Medical and Benefit Plan of BC with respect to having to change the Employer monthly remittance report form, as a direct result of a change in the Contract Administration Fund contribution amount shall be borne by CLR.

**9.500 Trade Union Council Funds****9.501 BCYT Fund**

The Employer shall contribute ten cents (\$0.10) per hour to the BCYT Fund in the manner set forth in Article 8.000 and Schedule "F" attached hereto.

**9.502 BCBCBTU Fund**

The Employer shall contribute one cent (\$0.01) per hour to the BCBCBTU Fund in the manner set forth in Article 8.000 and Schedule "F" attached hereto. Notwithstanding the foregoing, such contribution shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the Labour Relations Code.

**9.600 Rehabilitation Plan Fund**

The Employer shall contribute two cents (\$0.02) per hour to the BC Construction Industry Rehabilitation Plan Fund in the manner set forth in Article 8.000 and Schedule "F" attached hereto.

**9.700 Jurisdictional Assignment Plan**

**9.701** Refer to Appendix "C".

**9.702** The Employer shall contribute one cent (\$0.01) per hour to the Jurisdictional Assignment Plan Fund in the manner set forth in Article 8.000 and Schedule "F" attached hereto.

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**ARTICLE 10.000 - WORKING CONDITIONS**

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**10.100 Protective Clothing**

- 10.101** Protective clothing (e.g. slickers, gloves, hip boots, coveralls, etc.) essential to the protection of an Employee and his regular work clothes from unusual circumstances (e.g. caustic chemicals, oil spills, etc.), shall be supplied by the Employer at no cost to the Employee. However, in the event such protective clothing is not returned to the Employer at the time of the Employee's termination of employment, or very shortly thereafter, the cost of such protective clothing may be deducted by the Employer from any monies owing to the Employee.
- 10.102** Slickers, rubber boots and rubber gloves shall be supplied by the Employer at no cost to Employees working as drillers, powdermen, and their helpers. However, in the event such slickers, rubber boots and rubber gloves are not returned to the Employer at the time of the Employee's termination of employment, or very shortly thereafter, the cost of such items may be deducted by the Employer from any monies owing to the Employee.
- 10.103** If replacement of slickers, rubber boots and/or rubber gloves is required due to excessive wear or accident on the project, the Employer shall supply such replacement to the Employee at no cost.
- 10.104** Approved safety head gear (i.e. hard hat) shall be supplied by the Employer at no cost to the Employee. However, in the event such safety hat is not returned to the Employer at the time of the Employee's termination of employment, or very shortly thereafter, the cost may be deducted by the Employer from any monies owing to the Employee.

**10.200 Project Facilities****10.201 Toilets**

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be painted, at least on the inside, and cleaned out daily. Toilet paper shall be provided.

**10.202 Drinking Water**

Where there is no running tap water available, drinking water in approved sanitary containers shall be provided. Paper cups and salt tablets shall be supplied.

**10.203 Telephone Access**

A telephone(s) shall be made available to all Employees at all times for incoming or outgoing emergency purposes, and that incoming messages shall be relayed immediately.

**10.204 Hand Cleaner**

The Employer shall provide hand cleaner and paper towels.

**10.300 Lockup**

- 10.301** A lockup shall be provided for Labourers, for drying clothes, and for use as a dressing room, as well as a lunch room.
- 10.302** Such lockup shall have tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of twelve (12) square feet per Employee. It shall also have windows and venting

with adequate lighting and provision for continuous heat twenty-four (24) hours a day.

**10.303** The Employer shall be responsible for having the lockup cleaned out daily and kept clear of building material and other construction paraphernalia.

**10.400 Vehicles and Licences**

**10.401** The Employer shall pay the cost for Employees obtaining any/all operator licenses other than those required under the *Motor Vehicle Act*.

**10.402** No Employee shall be permitted to use his own motor vehicle in a manner which is unfair to other Employees and/or Union members, or is contrary to the best interests of the Union.

**10.500 Medical Attention**

If an Employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Industrial First Aid Attendant recommends rest until the next day, then the injured Employee shall be paid for the full shift.

**10.600 Insurance**

**10.601** The Employer shall protect the value of an Employee's work clothes to a total of three hundred dollars (\$300.00) in case of fire or burglary.

**10.602** Notwithstanding Article 10.601, an Employee shall not be entitled to such protection unless such Employee has filed an inventory of clothing with the Employer. The Employer shall supply the required forms and secure the inventory from each Employee. The Employee shall receive a signed copy of the inventory from the Employer. Coverage shall commence at the date of the filing of the inventory with the Employer.

**10.700 Termination Slip**

The Employer shall provide the Employee with a termination slip upon termination. Such slip shall state the reason for the Employee's termination and whether or not the Employee is eligible for rehire.

**ARTICLE 11.000 - UNION SHOP, HIRING AND SECURITY**

**11.100 Dispatch and Hiring**

**11.101** The Union shall maintain a dispatch office(s) from which the Employer shall hire all Employees. The Union shall be given at least forty-eight (48) hours notice between Monday, 8:00 am and Friday, 4:30 pm to complete a dispatch request.

**11.102** When Employees are required, including Foremen, only Union members having confirmation of dispatch from the Union shall be hired. Confirmation of dispatch shall require either a clearance slip, fax or email message from the Union.

**11.103 (a)** When Union members are not available in BC, then the Employer may obtain Employees elsewhere, it being understood that Employees so hired shall meet Union and tradespersons qualifications.

**(b)** Employees hired in accordance with Article 11.103 (a) shall have fourteen (14) calendar days in which to make application for Union membership, or shall be replaced by a Union member when available.

**11.104 (a)** If an Employee at any time ceases to be a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge the Employee forthwith.

- (b) The Union shall have the exclusive right to determine who is a member in good standing.

#### **11.200 Name Request**

Notwithstanding any/all contrary provisions of this Agreement, the Employer shall be permitted to hire, by name request, any Union member in good standing. Notwithstanding the foregoing, the Employer shall notify the Union of their intention to hire the Union member prior to such member's commencement of work.

#### **11.300 General Provisions**

**11.301** When Employees are hired as provided herein, they shall be considered an Employee of the Employer and shall be entitled to all Employee benefits.

**11.302** When an Employee suffers a compensable injury, such Employee shall be entitled to re-employment with the same Employer upon receiving a clearance to return to work from his doctor or the WCB, provided the project is still in operation and there is work in the Employee's classification, or where a new project commences.

#### **11.400 Union Security**

**11.401 (a)** The Union reserves the right to render assistance to other labour organizations.

(b) Refusal on the part of Union members to work with non union employees shall not be deemed to be a breach of this Agreement. (Refer also to Article 11.404.)

**11.402** The Union reserves the right to refuse to work with Employees who are not members of the Union and who are performing work coming under the jurisdiction of LIUNA. (Refer also to Article 11.404.)

**11.403** Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s) for refusal on the part of Union members to handle any materials, equipment, or product declared unfair by Building Trades' Councils; or manufactured, assembled, or produced by an Employer whose Employees are on strike against or are locked out by an Employer.

**11.404** Notwithstanding any/all contrary provisions of this Agreement:

(a) The Union shall not restrict, in any way, an Employer's right to perform work on a project site whereon work falling within the jurisdiction of the Labourer is being performed by another employer with employees who are not members of the Union.

(b) Article 11.404 (a) shall apply regardless of:

(i) the signatory status or lack thereof of the employer(s) of those individuals who are performing such Labourer jurisdiction work, and/or

(ii) whether the Employer is a subcontractor of the employer(s) in question, or merely working on the same site as the employees or subcontractor(s) of such employer(s).

(c) It shall be a violation of this Agreement for the Union to attempt to exert pressure upon an Employer because such Employer is performing work on such a project site. The Union shall not withdraw its members from such a project site and/or threaten to do so.

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**ARTICLE 12.000 - JOB STEWARDS AND UNION REPRESENTATIVES**

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**12.100 Job Stewards**

- 12.101** Job Stewards shall be appointed by the Union, and shall be recognized on all projects and not discriminated against. The Union shall notify the Employer, in writing, of the appointment of all Job Stewards, and shall likewise notify the Project Superintendent or Foreman.
- 12.102 (a)** In the event of a layoff or reduction in the work force, Job Stewards shall, at all times, be given preference of continued employment until completion of the work unless otherwise agreed between the Employer and the Union.
- (b)** In the event of a layoff or a reduction in the work force, where multiple Job Stewards are employed, the following layoff procedure shall apply:

Where an area or phase of the work is completed, the area Job Steward shall be transferred to another crew or area. The Union shall then notify the Employer, in writing, as to the name of the individual who will then be the Job Steward in that new area.

- 12.103** Time shall be given to the Job Steward to carry out his duties.
- 12.104** 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.

**12.200 Business Representatives**

- 12.201** Union Business Representatives shall have access to all projects governed by this Agreement in the carrying out of their regular duties, after first notifying the Employer, however in no way shall such representative(s) interfere with the Employees during working hours unless permission is granted.
- 12.202** The Employer shall provide the Union Business Representative, upon request, with the names of the Employer's Employees and sub-contractors on the project.

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**ARTICLE 13.000 - ROOM AND BOARD**

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The following room and board conditions shall apply to all Employees, with the exception of local residents as defined within Article 13.300.

**13.100 Industrial Projects****13.101 Room and Board Allowance**

Each Employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the Employee's employment on such project. The choice of options shall be at the sole discretion of the Employee, and the Employee shall provide the Employer with written notice of their selection upon request. Both options shall be payable on the basis of seven (7) days per week.

**Option #1:**

The Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA) of \$90.00. Effective May 1, 2007 this amount shall be increased to \$95.00. Effective May 1, 2009 this amount shall be increased to \$100.00.

**Option #2:**

- (a) The Employer shall provide the Employee with a single room plus \$50.00 daily meal allowance. Effective May 1, 2007 this amount shall be increased to \$52.50. Effective May 1, 2009 this amount shall be increased to \$55.00.
- (b) No daily travel time shall be paid to an Employee who selects Option #2, however the following terms and conditions shall be applicable;
  - (i) If the Employer provided room is forty (40) road kilometers or less from the project, no daily travel allowance shall be paid.
  - (ii) If the Employer provided room is more than forty (40) road kilometers from the project, a daily travel allowance of fifty cents (\$0.50) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary. Such allowance shall be subject to annual adjustments throughout the duration of this Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.
  - (iii) If the Employee(s) requested to use air travel to the project in accordance with Article 7.102 (b), Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis.
  - (iv) If the Employee(s) did not request to use air travel to the project in accordance with Article 7.102 (b), no Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis, and the Employee shall therefore assume all responsibility for traveling to/from the project on a daily basis.
  - (v) Notwithstanding any/all contrary provisions of this Agreement, any Employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

**13.102 Camp Accommodation**

- (a) Camp accommodations, when supplied, shall meet the standards and requirements of the applicable Construction Camp Rules and Regulations Agreement by and between BCYT and CLR. An Employee may refuse to live in accommodations which do not meet such standards.
- (b) Unless otherwise arranged at pre-tender and/or pre-job conference, on projects where a camp is provided Employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the Employee.

**13.103 Weekend Checkout**

Any Employee who is living in camp accommodations paid by the Employer may, on any weekend, vacate or check out of such accommodation and the Employer shall pay such Employee twenty dollars (\$20.00) per day.

- (a) The Employee must turn in his meal ticket or sign a checkout in advance.
- (b) To qualify, an Employee must work his scheduled shift prior to the weekend and/or statutory holiday and his scheduled shift after the weekend and/or statutory holiday.

**13.200 Commercial/Institutional Projects**

**13.201** Each Employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the Employee's employment on such project. The choice of options shall be at the sole discretion of the Employee, and the Employee shall provide the Employer with written notice of their selection upon request. Both options shall be payable on the basis of seven (7) days per week.

**Option #1:**

The Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA).

**Option #2:**

The Employer shall provide the Employee with a single room plus a daily meal allowance.

**13.202** The amount of the daily lump sum LOA and daily meal allowance shall be as mutually agreed by the Union and the Employer on a "project by project" basis. Notwithstanding the foregoing, Article 13.101 shall apply in the event that mutual agreement cannot be reached.

**13.300 Local Resident**

**13.301** A local resident shall be defined as an Employee who has resided at a permanent address within one hundred (100) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres, for a period of sixty (60) days prior to the commencement of the project.

**13.302** If an Employee has moved into an area to work on a project and his employment has been terminated, and such Employee does not remain in the area sixty (60) days after termination to qualify as a local resident, and such Employee is hired by the aforementioned Employer or a new Employer, such Employee shall be treated as a non-resident for all purposes and conditions of this Agreement.

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**ARTICLE 14.000 - ACCIDENT PREVENTION**

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**14.100 Workers Compensation Act**

**14.101** 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 an Employee to work in contravention of such Regulations shall not be deemed to be a breach of this Agreement. No Employee shall be discharged because such Employee fails to work under unsafe conditions as set out in the regulations.

**14.102** Any refusal by an Employee to abide by known WCB Regulations or posted Employer Safety Regulations, after being duly warned, shall be sufficient cause for dismissal.

**14.103** Any Employee may refuse to work where, in the opinion of such Employee, 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 the opinion of such Employee, there is any reasonable doubt as to the safety of the unit, or if he feels it is improperly loaded. Such Employee may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.

**14.200** The head Job Steward, or where there is a safety committee a Union representative of such committee, shall accompany the WCB Inspector on all project inspections.

**14.300** Copies of all safety committee meeting minutes shall be forwarded promptly each month to the Union.

**ARTICLE 15.000 - GRIEVANCE PROCEDURE**

- 15.100** It is the spirit and intent of this Agreement, in accordance with Article 1.000 (Objects), to resolve all Employee or Employer grievances promptly and wherever possible, within the industry.
- 15.200** If 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.
- 15.201** The Job Steward or Union Business Representative shall first discuss the difference with the Foreman, Superintendent, or the Employer, in that order, in an effort to resolve the matter on the project.
- 15.202** (a) If the difference is not resolved on the project, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, excepting that in the matter of discharge, such grievance must be submitted, in writing, within fifteen (15) days of occurrence, or in every case, the matter shall be deemed to be waived.
- (b) Notwithstanding Article 15.202 (a), the time limits specified therein shall not apply to the failure of an Employer to remit Employer contributions and/or Employee deductions required in accordance with this Agreement. Such failure may be grieved at any time.
- (c) Notwithstanding Articles 15.202 (a) and (b), the Employer shall only remain liable for the failure by a subcontractor(s) to remit Employer contributions and Employee deductions required in accordance with this Agreement for a period of forty (40) days following the completion of the subcontract.
- 15.203** (a) In the event a grievance is not resolved within seven (7) days of submission of such grievance to the other party, in writing, then each party shall, within five (5) days, appoint a representative to a Board of Arbitration.
- (b) The two (2) appointees shall, within five (5) days of appointment, agree upon a person to act as Chair of the Board of Arbitration, but failing to do so within this time, they shall jointly request the LRB to appoint such Chair.
- (c) 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.
- (d) The fees and expenses of the Chair of the Board of Arbitration shall be borne equally by the parties to the grievance.
- 15.204** In the event a matter of discharge has not been referred to a Board of Arbitration within seven (7) days of its receipt, in writing, then the matter shall be deemed to be waived.
- 15.300** Notwithstanding any/all contrary provisions of Article 15.200, the parties reserve the right to mutually agree on an alternative grievance resolution process (including a single arbitrator, industrial grievance panel, or construction unions resolution board), in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance.

**ARTICLE 16.000 - CSW TRAINING SOCIETY**

**16.100 Constitution and Bylaws**

The Constitution and Bylaws which govern the CSW Training Society shall apply on all matters related thereto, and shall supercede this Agreement on any/all contrary matters.

**16.200 Appointment of Directors**

- 16.201** A total of twelve (12) Directors shall be appointed to the Society. Six (6) of these Directors shall be appointed at the sole discretion of the Union, and six (6) of these Directors shall be appointed at the sole discretion of CLR.
- 16.202** Such appointments shall be for an indefinite period, and shall be made, in writing, to the Society. Notwithstanding the foregoing, each appointing party reserves the right to alter its appointment(s) at any time, and for any reason, and shall provide written notice to the Society upon having done so.
- 16.203** The Employers specifically agree that the Society, and the Directors appointed thereto by CLR, shall represent them in all Society related matters.

**16.300 Responsibilities of the Society**

The Directors shall manage the operations of the Society and all matters related thereto (i.e. finances, employment of staff, location/premises of operation, etc.), in a manner consistent with the Society Constitution and Bylaws, including but not limited to the following.

- 16.301** Monitoring the level of funding generated via Employer contributions, and upon mutual agreement, adjust (increase or decrease) the contribution amount if and as required. The parties specifically agree that the right of the Society to adjust the contribution amount shall supercede any/all contrary provisions of this Agreement.
- 16.302** Developing and implementing:
  - (a) training programs, including but not limited to a blasting training program, which will provide Employees with the opportunity to acquire and improve their skills,
  - (b) curriculum for Apprentice Labourer and Craft Labourer program.
- 16.303** Administering, in cooperation with the Union, the indenturing of apprentices and apprenticeship entry (i.e. recruitment, screening, selection, etc.) and advancement criteria, including “slotting” of existing trainees.
- 16.304** Administering training courses required for advancement to skilled craft labourer and specialized craft labourer classifications, except as otherwise agreed (i.e. CLR Better Supervision) or applicable.
- 16.305** Administering those issues related to grandfathered status (i.e. assignments, appeals, etc.).
- 16.306** Pursuing, in cooperation with the Union, formal government designation of the Apprentice Labourer and Craft Labourer program.
- 16.307** Fulfilling any/all other functions related to the promotion of labourer training and apprenticeship.

**16.400 Pursuit of Formal Government Designation**

The Society, in cooperation with the Union, shall also be responsible for overseeing the:

- 16.401** implementation of a Society governed Apprentice Labourer and Craft Labourer program as an interim measure, and
- 16.402** development of a timetable for application for a formal government approved program, and related process and strategy.

**ARTICLE 17.000 - LABOURERS JOINT CONFERENCE BOARD (LCJB)**

**17.100 Purpose**

A LCJB shall be established and maintained as a means to address issues of mutual interest and importance to the parties.

**17.200 Appointment of Representatives**

**17.201** The LJCB shall consist of six (6) representatives appointed by the Union and six (6) representatives appointed by CLR.

**17.202** CLR and its appointed representatives on the LJCB shall represent each Employer in all LJCB related matters, regardless of whether or not such Employer is themselves a CLR member.

**17.300 Meetings and Authority**

**17.301** The LJCB shall endeavour to meet at least four (4) times per year, or more often as may be necessary. Such meetings shall be governed by Roberts Rules of Order unless otherwise mutually agreed by the parties.

**17.302 (a)** The Union representatives and the Employer representatives of the LJCB shall respectively retain equal decision making authority at all times and in all meetings of the LJCB, or any subcommittee(s) thereof, regardless of the number of Union representatives and Employer representatives who are actually participating in such meetings.

**(b) (i)** The Union representatives and the Employer representatives shall each select an individual from their respective ranks to act as Co-Chair of the LCJB.

**(ii)** In odd numbered years, the Union Co-Chair shall act as Chair of the LJCB and the Employer Co-Chair shall act as Secretary of the LCJB. The reverse will hold true in even numbered years.

**(c)** The Co-Chairs shall jointly schedule LCJB meetings. The acting Chair shall chair such meetings, and the acting Secretary shall take minutes at such meetings and shall distribute such minutes to all LCJB representatives.

**17.303 (a)** The LJCB shall have the right, upon mutual agreement, to make decisions on matters regarding the administration, regulation, interpretation and/or application of this Agreement.

**(b)** Notwithstanding Article 17.303 (a), the LJCB shall not have the right to amend the terms and conditions of this Agreement, but shall have the right to recommend such amendments which shall, upon mutual agreement of the LJCB, be subject to ratification votes of the Union and CLR membership.

**(c)** All decisions of the LJCB shall be by mutual agreement of the parties, and shall be final and binding upon the parties.

**ARTICLE 18.000 - UNION DUES**

**18.100** The Employer shall deduct such amount(s) as the Union directs, on a monthly, weekly and/or hourly basis, and shall forward such deductions in the manner set forth in Article 8.000 and Schedule "F" attached hereto.

**18.200** The Union shall provide the Employer with not less than thirty (30) days notice of a change in the Union Dues deduction amount(s).

**ARTICLE 19.000 - SAVINGS CLAUSE**

- 19.100** In the event that any clause, section or article of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article 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.
- 19.200** In the event that any clause, section or article of this Agreement should be 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 clause, section or article during the period of invalidity or restraint.
- 19.300** In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 15.000.

**ARTICLE 20.000 - ENABLING**

**20.100 Mandate**

- 20.101** Unless otherwise agreed to in writing, the Union shall not decline to participate in the process contemplated by Article 20.102.
- 20.102** The Union, in conjunction with the Employer, may determine on a project by project basis if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement in writing, amend or delete any terms or conditions of this Agreement for the duration of the project.

**20.200 Consistency with Other Trades**

- 20.201** In recognition of the close working relationship on projects between the Union and other BCYT and/or BCBCBTU affiliates, the parties acknowledge the need for enabling relief to be generally consistent. As a result, the parties agree to work towards achieving this objective wherever possible.
- 20.202** Notwithstanding Article 20.201, the parties also acknowledge the individual autonomy of CSWU Local 1611, and agree that nothing herein shall be interpreted as an agreement to restrict that autonomy in any way.

**20.300 Application**

Article 20.000 is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement.

**20.400 Joint Industry Funds**

Notwithstanding any/all contrary provisions of this Agreement, Joint Industry Funds negotiated between the BCBCBTU and CLR (e.g. Rehabilitation Fund, etc.), and/or individual dues to umbrella organizations, shall not be subject to reduction and/or elimination via enabling without the prior written consent of the BCBCBTU and CLR.

**20.500 Breweries and Bulk Loading Terminals**

- 20.501** In an attempt to secure work and re-establish a Union presence in the Lower Mainland and on Vancouver Island, when bidding against non Building Trade competition on breweries and bulk loading terminals, the applicable wage rate shall be the Commercial/Institutional wage rate plus an additional five percent (5.0%).

- 20.502** No enabling request paperwork shall be required.
- 20.503** For the purpose of this provision the Lower Mainland shall be generally defined as inclusive of all communities west of the Langley/Surrey and Pitt Meadows/Port Coquitlam borders to the southern boundary of Whistler, including the Sunshine Coast (Gibsons to Earls Cove).
- 20.504** For the purposes of this provision Vancouver Island shall be generally defined as inclusive of Powell River, Vancouver Island proper, and all of the islands off the coast of Vancouver Island between Victoria in the south and Port Hardy in the north.

**20.600 Blanket Enabled Projects**

- 20.601** Notwithstanding any/all contrary provisions of this Agreement, the parties specifically agree that all blanket enabled projects tendered as of October 31, 2005 shall continue under the blanket enabled terms in existence at the time of tender, for the duration of the project.
- 26.602** Each Employer shall be required to submit a list of their blanket enabled projects to the Union no later than the close of business, December 16, 2005. Projects not on an Employer's list shall be deemed to be full rate projects.
- 26.603** Failure by an Employer to submit a list within the required time period shall mean that all of an Employer's projects shall be deemed full rate projects.

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**ARTICLE 21.000 - FOREMEN AND SPECIAL CLASSIFICATIONS**

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**21.100 Foremen**

- 21.101** (a) If the Employer employs more than three (3) Employees under the jurisdiction of LIUNA on a project, a working Labourer Foreman shall be employed.
- (b) If the Employer employs more than six (6) Employees under the jurisdiction of LIUNA on a project, a non working Labourer Foreman shall be employed.
- (c) If the Employer employs more than fifteen (15) Employees under the jurisdiction of LIUNA on a project, both a working Labourer Foreman and a non working Labourer Foreman shall be employed.
- 21.102** A Labourer Foreman shall be a member of the Union and shall be paid a premium of twelve percent (12%) over and above the highest classification being supervised. Refer to Schedules "A", "C", "D" and "E" attached hereto.

**21.200 Work Assignments**

Employees shall only be given work assignments by their immediate Labourer Foreman. Employees assigned to work under other trade Foremen shall take orders from such trade Foremen until they are returned to, or reassigned by, their respective Labourer Foreman.

**21.300 Driller Helper**

- 21.301** One (1) Driller Helper shall be assigned to every Air Trac or Tank Drill working alone. Notwithstanding the foregoing, one (1) Driller Helper shall also be assigned to every two (2) machines where the machines are working together.
- 21.302** A Driller shall not regularly be required to perform work normally done by a Driller Helper.

**21.400 Helicopters**

In the event that a helicopter is used by the Employer during the course of construction, a Labourer shall be paid wages in the manner following:

- 21.401** An Employee who, during the course of a day, is to work directly with a helicopter and whose work during that day requires him to work on the ground, shall for that day be paid a premium in accordance with Schedules "A", "C", "D" and "E" attached hereto. Such premium shall be payable for a minimum of four (4) hours per day.
- 21.402** (a) The words, "to work directly with a helicopter" contained in Article 21.401 shall be deemed to apply only to an Employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his station of work. Nothing in Article 21.401 shall be construed or interpreted in such manner as will entitle an Employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.
- (b) Any Employee who, during the course of a day, is not required to work with a helicopter, but who is transported on the project by helicopter, shall also not be entitled to the above premium.

**21.500 Carpenter Helper**

A Carpenter Helper shall be defined as a Labourer who performs such work as the movement of material and equipment on installation and removal, including helping, assisting, or tendering carpenters and their apprentices, including the handling, rigging, and signalling of formwork and other material being moved around the site from the drop point to Employer's designated stockpile, as defined as work within the Labourers' jurisdiction by the Umpire of the Jurisdictional Assignment Plan of BC.

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**ARTICLE 22.000 - MANAGEMENT RIGHTS**

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The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this Agreement.

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**ARTICLE 23.000 - DRUG AND ALCOHOL POLICY**

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A sub-committee of the parties shall be established to review client requirements and industry standards related to the issue of drug and alcohol testing of Employees. This issue is growing in importance and the sub-committee shall be authorized to bring forward recommendations. Such recommendations shall be subject to ratification by the parties.

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**ARTICLE 24.000 - INTERPRETATION**

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During the preparation of this Agreement, mutually agreed upon amendments were made which were not intended to change meaning and/or intent. These amendments addressed matters such as format, logic, consistency, and grammar, and the parties have agreed to the resulting language.

**SIGNATURE OF PARTIES**

Signed this 8<sup>th</sup> day of September, 2006.

**SIGNED ON BEHALF OF:  
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC**

R.L. Morrison

Dale Bekar

Signed this 8<sup>th</sup> day of September, 2006.

**SIGNED ON BEHALF OF:  
CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611**

Mark Olsen

Bruce Ferguson

**UNDERGROUND ADDENDUM (PAGE 1 OF 3)**

This Underground Addendum (U/G Addendum) shall be appended to the Labourers Standard ICI Agreement, and shall form a part thereof.

**(A) Application**

The terms and conditions contained within the U/G Addendum shall apply to work performed on Underground projects only.

**(B) Wages and Premiums**

- (1) On Underground projects, the Employer shall pay wages, including premiums if applicable, in accordance with Schedule "B" attached hereto.
- (2) In the event the otherwise applicable wage schedule does not include the otherwise applicable Underground Employee classification, then any Employee(s) who works any portion of either the first half and/or second half of his shift underground shall receive a ten percent (10%) premium over and above the otherwise applicable hourly wage rate for the entire first half and/or second half of such shift.

**(C) Hours of Work and Shifts**

- (1) The Day Shift shall consist of eight (8) hours portal to portal, for which eight (8) hours shall be paid.

**Day Shift**

Straight Time:	8:00 am to 12:00 noon	4.0 hours
Straight Time Meal:	12:00 noon to 12:30 pm	0.5 hours
Straight Time:	12:30 pm to 4:00 pm	3.5 hours
Total Straight Time Hours:		8.0 hours

- (2) The Afternoon Shift shall consist of seven and one-half (7½) hours portal to portal, for which eight (8) hours shall be paid.

**Afternoon Shift**

Straight Time:	4:00 pm to 8:00 pm	4.0 hours
Straight Time Meal:	8:00 pm to 8:30 pm	0.5 hours
Straight Time:	8:30 pm to 11:30 pm	3.0 hours
Straight Time:	Shift Differential	0.5 hours
Total Straight Time Hours:		8.0 hours

- (3) The Night Shift shall consist of seven (7) hours portal to portal, for which eight (8) hours shall be paid.

**Night Shift**

Straight Time:	12:00 midnight to 4:00 am	4.0 hours
Straight Time Meal:	4:00 am to 4:30 am	0.5 hours
Straight Time:	4:30 am to 7:00 am	2.5 hours
Straight Time:	Shift Differential	1.0 hours
Total Straight Time Hours:		8.0 hours

- (4) The Day Shift, Afternoon Shift and Night Shift may operate back to back (i.e. one follows the other).

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**UNDERGROUND ADDENDUM (PAGE 2 OF 3)**

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**(D) Meals and Rest Breaks**

- (1) On Underground projects meals shall be eaten on the Employer's time, and meal breaks shall be scheduled at the end of the first half shift.
- (2) It shall not be considered a violation of the U/G Addendum for Employees to drink tea or coffee no more than twice in a working shift at such Employee's own station. The Employer shall supply sufficient tea, coffee, cream, and sugar at the meal break to allow an Employee to fill his thermos at the meal break, as well as receive meal period coffee.
- (3) Where camps are maintained on tunnels, shafts, and raise work, the Employer shall supply hot soup at the meal break.

**(E) Safety Miner**

- (1) One (1) Employee on each shift shall be designated the Safety Miner, and such Safety Miner shall have at least five (5) years experience as a Miner who possesses a valid Mine Rescue certificate and a WCB recognized First Aid ticket.
  - (a) Safety Miners shall be responsible for monitoring air quality data.
  - (b) Safety Miners shall be responsible for ensuring members of his crew use the proper protective equipment. Violations shall be reported to his supervisor.
  - (c) At least one (1) Safety Miner shall be a member of the Safety Committee.
  - (d) Safety Miners shall report unsafe working procedures, unsafe equipment, and violations of the WCB regulations to the Safety Committee.
  - (e) Safety Miners shall not be discriminated against for responsibly performing his duties.
- (2) On tunnel work, classifications not listed in Schedule "B" attached hereto shall be paid ten percent (10%) above the otherwise applicable surface rate.
- (3) At least one (1) Chucktender shall be employed for every two (2) drills.
- (4) All drilling operations shall be supervised by a Shift Boss.
- (5) Where new types of drilling equipment are introduced, the Union or the Employer may request that rates for such new equipment be negotiated. In the event of disagreement, the question of rate to be paid shall be referred to Arbitration.

**(F) Special Conditions****(1) Smoke Time**

- (a) Smoke time shall be determined by the conditions (i.e. weather, wind, ventilation, etc.) which exist at the particular time of blasting.
- (b) After blasting operations, work shall be resumed at the discretion of the Shift Boss, however a minimum of ten (10) minutes smoke time shall be allowed.

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**UNDERGROUND ADDENDUM (PAGE 3 OF 3)**

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(c) Any grievance arising from smoke clearing time shall be referred to a grievance committee consisting of equal representation from the Union and the Employer. If necessary, consultation shall be held with the person or committee responsible for safety.

**(2) Clothing**

(a) Rubber boots, rubber clothing, rubber gloves, and where necessary, ear muffs or equivalent, shall be issued by the Employer at no cost to the Employee. However, in the event such items are not returned to the Employer in reasonable condition at the time of the Employee's termination of employment, or very shortly thereafter, the cost of such items may be deducted by the Employer from any monies owing to the Employee.

(b) If replacement of slickers, rubber boots and/or rubber gloves is required due to excessive wear or accident on the job, the Employer shall supply a replacement to the Employee at no cost.

**(3) Dry Rooms**

Heated dry rooms, complete with showers, shall be provided. There shall be at least one (1) showerhead for every three (3) Employees on any one (1) shift, and sufficient hot water shall be provided so that every Employee shall be able to take a hot shower. Soap and hand cleaner shall be supplied in the dry rooms. The size and requirements of the dry room shall be agreed upon at a pre-tender and/or pre-job conference.

**SCHEDULE "A" • INDUSTRIAL PROJECTS  
MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS**

**Construction Craft Labourers**

	Oct. 31/05	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
• watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman	24.45	25.43	26.64	27.62	28.60	29.58
• <b>labourer</b> , signalman, dumpman, swamper, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator	<b>24.72</b>	<b>25.70</b>	<b>26.91</b>	<b>27.89</b>	<b>28.87</b>	<b>29.85</b>
• bobcat loader, instrument man - utility 1, caulked and cemented joint tile and pipelayer, manholer, concrete saw, heat fusion machine, jackhammer, and hydro broom (under 1,000 psi) (wet and dry)	25.00	25.98	27.19	28.17	29.15	30.13
• signalman hook-up, vibrator, instrument man - utility 2, fallers on clearing, hydro broom (over 1,000 psi) (wet and dry), and 6" vibrator (when used by hand)	25.27	26.25	27.46	28.44	29.42	30.40
• first aid attendant level 2	25.38	26.36	27.57	28.55	29.53	30.51
• first aid attendant level 2 with transportation endorsement	25.49	26.47	27.68	28.66	29.64	30.62
• first aid attendant level 3	25.60	26.58	27.79	28.77	29.75	30.73
• concrete specialist	27.72	28.70	29.91	30.89	31.87	32.85

**Apprentice Labourers**

- refer to Appendix "A" - Apprentice Labourer Program (particularly parts A and C)

**Premiums**

• foreman premium (payable over and above highest classification being supervised)	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
• caisson premium (payable below twenty-five (25) feet)	0.50	0.50	0.50	0.50	0.50	0.50
• swing stage premium (payable above twenty-five (25) feet)	0.40	0.40	0.40	0.40	0.40	0.40
• helicopter premium (refer to Article 21.400)	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
• annual vacation and statutory holiday pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

**SCHEDULE "B" • UNDERGROUND PROJECTS  
MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS**

**Construction Craft Labourers**

	<b>Oct. 31/05</b>	<b>May 1/06</b>	<b>May 1/07</b>	<b>May 1/08</b>	<b>May 1/09</b>	<b>Apr. 1/10</b>
• labourer	26.89	27.87	29.08	30.06	31.04	32.02
• chucktender, switchman, trackman, skiptender, miner, timberman, powderman, form cleaner, form setter, tunnel maintenance (miner carrying out repairs to timbering, etc.), mucking machine operator, lhd operator, tram operator, raise miner, shaftman, shaft maintenance, clam man, and raise borer (robbins, dresser and similar types)	27.64	28.62	29.83	30.81	31.79	32.77
• shaft leader	29.30	30.28	31.49	32.47	33.45	34.43
• shift boss	30.30	31.28	32.49	33.47	34.45	35.43

**Apprentice Labourers**

- refer to Appendix "A" - Apprentice Labourer Program (particularly parts A and C)

**Premiums**

• safety miner premium (payable over and above otherwise applicable classification)	1.00	1.00	1.00	1.00	1.00	1.00
• annual vacation and statutory holiday pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

**SCHEDULE "C" • DRILLING, BLASTING, SHORING - INDUSTRIAL PROJECTS  
MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS**

**Construction Craft Labourers**

	Oct. 31/05	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
• driller helper, and assistant diamond driller	22.93	23.91	25.12	26.10	27.08	28.06
• <b>labourer</b>	<b>24.72</b>	<b>25.70</b>	<b>26.91</b>	<b>27.89</b>	<b>28.87</b>	<b>29.85</b>
• pneumatic driller (airleg, jackhammer types, etc.), groutman (headerman), and gunite potman	25.27	26.25	27.46	28.44	29.42	30.40
• gunite and grout gunite nozzleman, and air trac (all models)	25.55	26.53	27.74	28.72	29.70	30.68
• diamond driller, and tank driller	25.82	26.80	28.01	28.99	29.97	30.95
• high scaler	26.10	27.08	28.29	29.27	30.25	31.23
• rotary driller (air or hydraulic - under 6")	26.65	27.63	28.84	29.82	30.80	31.78
• powderman (with certificate)	26.92	27.90	29.11	30.09	31.07	32.05

**Apprentice Labourers**

- refer to Appendix "A" - Apprentice Labourer Program (particularly parts A and C)

**Premiums**

• foreman premium (payable over and above highest classification being supervised)	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
• caisson premium (payable below twenty-five (25) feet)	0.50	0.50	0.50	0.50	0.50	0.50
• swing stage premium (payable above twenty-five (25) feet)	0.40	0.40	0.40	0.40	0.40	0.40
• helicopter premium (refer to Article 21.400)	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
• annual vacation and statutory holiday pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

**SCHEDULE “D” • DRILLING, BLASTING, SHORING - COMMERCIAL/INSTITUTIONAL PROJECTS  
MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS**

**Construction Craft Labourers**

	Oct. 31/05	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
• driller helper, and assistant diamond driller	20.80	21.56	22.41	23.17	23.93	24.69
• <b>labourer</b>	<b>22.43</b>	<b>23.19</b>	<b>24.04</b>	<b>24.80</b>	<b>25.56</b>	<b>26.32</b>
• pneumatic driller (airleg, jackhammer types, etc.), groutman (headerman), and gunite potman	22.93	23.69	24.54	25.30	26.06	26.82
• gunite and grout gunite nozzleman, and air trac (all models)	23.18	23.94	24.79	25.55	26.31	27.07
• diamond driller, and tank driller	23.43	24.19	25.04	25.80	26.56	27.32
• high scaler	23.68	24.44	25.29	26.05	26.81	27.57
• rotary driller (air or hydraulic - under 6")	24.18	24.94	25.79	26.55	27.31	28.07
• powderman (with certificate)	24.43	25.19	26.04	26.80	27.56	28.32

**Apprentice Labourers**

- refer to Appendix “A” - Apprentice Labourer Program (particularly parts A and C)

**Premiums**

• foreman premium (payable over and above highest classification being supervised)	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
• caisson premium (payable below twenty-five (25) feet)	0.50	0.50	0.50	0.50	0.50	0.50
• swing stage premium (payable above twenty-five (25) feet)	0.40	0.40	0.40	0.40	0.40	0.40
• helicopter premium (refer to Article 21.400)	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
• annual vacation and statutory holiday pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

**SCHEDULE “E” • COMMERCIAL/INSTITUTIONAL PROJECTS  
MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS**

**Construction Craft Labourers**

	Oct. 31/05	May 1/06	May 1/07	May 1/08	May 1/09	Apr. 1/10
• watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman	22.18	22.94	23.79	24.55	25.31	26.07
• <b>labourer</b> , signalman, dumpman, swamper, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator	<b>22.43</b>	<b>23.19</b>	<b>24.04</b>	<b>24.80</b>	<b>25.56</b>	<b>26.32</b>
• bobcat loader, instrument man - utility 1, caulked and cemented joint tile and pipelayer, manholer, concrete saw, heat fusion machine, jackhammer, and hydro broom (under 1,000 psi) (wet and dry)	22.68	23.44	24.29	25.05	25.81	26.57
• signalman hook-up, vibrator, instrument man - utility 2, fallers on clearing, hydro broom (over 1,000 psi) (wet and dry), and 6" vibrator (when used by hand)	22.93	23.69	24.54	25.30	26.06	26.82
• first aid attendant level 2	23.03	23.79	24.64	25.40	26.16	26.92
• first aid attendant level 2 with transportation endorsement	23.13	23.89	24.74	25.50	26.26	27.02
• first aid attendant level 3	23.23	23.99	24.84	25.60	26.36	27.12
• concrete specialist	25.43	26.19	27.04	27.80	28.56	29.32

**Apprentice Labourers**

- refer to Appendix “A” - Apprentice Labourer Program (particularly parts A and C)

**Premiums**

• foreman premium (payable over and above highest classification being supervised)	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%
• caisson premium (payable below twenty-five (25) feet)	0.50	0.50	0.50	0.50	0.50	0.50
• swing stage premium (payable above twenty-five (25) feet)	0.40	0.40	0.40	0.40	0.40	0.40
• helicopter premium (refer to Article 21.400)	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
• annual vacation and statutory holiday pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

**SCHEDULE "F"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**  
**EFFECTIVE DATE: OCTOBER 31, 2005**

<u>EMPLOYER CONTRIBUTIONS:</u>	Apprentices at: less than \$18.50/hour	Apprentices at: \$18.50/hour or more	All Other Classifications
Health and Welfare Plan	\$ 1.89	\$ 1.89	\$ 1.89
Pension Plan	0.00	1.25	2.50
<hr/>			
CSW Medical and Benefit Plan of BC	\$ 1.89	\$ 3.14	\$ 4.39
Industry Funds:			
CSW Training Society Fund	0.35	0.35	0.35
Labourers Advancement Fund	0.28	0.28	0.28
Contract Administration Fund	0.13	0.13	0.13
BCYT Fund	0.10	0.10	0.10
Rehabilitation Plan	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01
<hr/>			
<b><u>Industrial Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 2.79</b>	<b>\$ 4.04</b>	<b>\$ 5.29</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 4.185</b>	<b>\$ 6.06</b>	<b>\$ 7.935</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 5.58</b>	<b>\$ 8.08</b>	<b>\$ 10.58</b>
<hr/> <hr/>			
<b><u>Commercial/Institutional Projects (paid on "hours worked")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 2.79</b>	<b>\$ 4.04</b>	<b>\$ 5.29</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 2.79</b>	<b>\$ 4.04</b>	<b>\$ 5.29</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 2.79</b>	<b>\$ 4.04</b>	<b>\$ 5.29</b>
<hr/> <hr/>			
 <b><u>EMPLOYEE DEDUCTIONS (Union Dues):</u></b>			
<b><u>Industrial Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.65</b>	<b>\$ 0.65</b>	<b>\$ 0.65</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 0.975</b>	<b>\$ 0.975</b>	<b>\$ 0.975</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.30</b>	<b>\$ 1.30</b>	<b>\$ 1.30</b>
<hr/> <hr/>			
<b><u>Commercial/Institutional Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.50</b>	<b>\$ 0.50</b>	<b>\$ 0.50</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 0.75</b>	<b>\$ 0.75</b>	<b>\$ 0.75</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.00</b>	<b>\$ 1.00</b>	<b>\$ 1.00</b>
<hr/> <hr/>			

**SCHEDULE "F"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**  
**EFFECTIVE DATE: MAY 1, 2006**

<b><u>EMPLOYER CONTRIBUTIONS:</u></b>	<b>Apprentices at: less than \$18.50/hour</b>	<b>Apprentices at: \$18.50/hour or more</b>	<b>All Other Classifications</b>
Health and Welfare Plan	\$ 1.92	\$ 1.92	\$ 1.92
Pension Plan	0.00	1.25	2.50
<hr/>			
CSW Medical and Benefit Plan of BC	\$ 1.92	\$ 3.17	\$ 4.42
Industry Funds:			
CSW Training Society Fund	0.35	0.35	0.35
Labourers Advancement Fund	0.40	0.40	0.40
Contract Administration Fund	0.13	0.13	0.13
BCYT Fund	0.10	0.10	0.10
Rehabilitation Plan	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01
<hr/>			
<b><u>Industrial Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 2.94</b>	<b>\$ 4.19</b>	<b>\$ 5.44</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 4.41</b>	<b>\$ 6.285</b>	<b>\$ 8.16</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 5.88</b>	<b>\$ 8.38</b>	<b>\$ 10.88</b>
<hr/> <hr/>			
<b><u>Commercial/Institutional Projects (paid on "hours worked")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 2.94</b>	<b>\$ 4.19</b>	<b>\$ 5.44</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 2.94</b>	<b>\$ 4.19</b>	<b>\$ 5.44</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 2.94</b>	<b>\$ 4.19</b>	<b>\$ 5.44</b>
<hr/> <hr/>			
 <b><u>EMPLOYEE DEDUCTIONS (Union Dues):</u></b>			
<b><u>Industrial Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.65</b>	<b>\$ 0.65</b>	<b>\$ 0.65</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 0.975</b>	<b>\$ 0.975</b>	<b>\$ 0.975</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.30</b>	<b>\$ 1.30</b>	<b>\$ 1.30</b>
<hr/> <hr/>			
<b><u>Commercial/Institutional Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.50</b>	<b>\$ 0.50</b>	<b>\$ 0.50</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 0.75</b>	<b>\$ 0.75</b>	<b>\$ 0.75</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.00</b>	<b>\$ 1.00</b>	<b>\$ 1.00</b>
<hr/> <hr/>			

**SCHEDULE "F"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**  
**EFFECTIVE DATE: MAY 1, 2007**

<u>EMPLOYER CONTRIBUTIONS:</u>	Apprentices at: less than \$18.50/hour	Apprentices at: \$18.50/hour or more	All Other Classifications
Health and Welfare Plan	\$ 1.92	\$ 1.92	\$ 1.92
Pension Plan	0.00	1.30	2.60
<hr/>			
CSW Medical and Benefit Plan of BC	\$ 1.92	\$ 3.22	\$ 4.52
Industry Funds:			
CSW Training Society Fund	0.35	0.35	0.35
Labourers Advancement Fund	0.45	0.45	0.45
Contract Administration Fund	0.13	0.13	0.13
BCYT Fund	0.10	0.10	0.10
Rehabilitation Plan	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01
<hr/>			
<u>Industrial Projects (paid on "hours earned")</u>			
<b>Total: Straight Time Hours</b>	<b>\$ 2.99</b>	<b>\$ 4.29</b>	<b>\$ 5.59</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 4.485</b>	<b>\$ 6.435</b>	<b>\$ 8.385</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 5.98</b>	<b>\$ 8.58</b>	<b>\$ 11.18</b>
<hr/> <hr/>			
<u>Commercial/Institutional Projects (paid on "hours worked")</u>			
<b>Total: Straight Time Hours</b>	<b>\$ 2.99</b>	<b>\$ 4.29</b>	<b>\$ 5.59</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 2.99</b>	<b>\$ 4.29</b>	<b>\$ 5.59</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 2.99</b>	<b>\$ 4.29</b>	<b>\$ 5.59</b>
<hr/> <hr/>			
 <b>EMPLOYEE DEDUCTIONS (Union Dues):</b>			
<u>Industrial Projects (paid on "hours earned")</u>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.70</b>	<b>\$ 0.70</b>	<b>\$ 0.70</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 1.05</b>	<b>\$ 1.05</b>	<b>\$ 1.05</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.40</b>	<b>\$ 1.40</b>	<b>\$ 1.40</b>
<hr/> <hr/>			
<u>Commercial/Institutional Projects (paid on "hours earned")</u>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.55</b>	<b>\$ 0.55</b>	<b>\$ 0.55</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 0.825</b>	<b>\$ 0.825</b>	<b>\$ 0.825</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.10</b>	<b>\$ 1.10</b>	<b>\$ 1.10</b>
<hr/> <hr/>			

**SCHEDULE "F"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**  
**EFFECTIVE DATE: MAY 1, 2008**

<b><u>EMPLOYER CONTRIBUTIONS:</u></b>	<b>Apprentices at: less than \$18.50/hour</b>	<b>Apprentices at: \$18.50/hour or more</b>	<b>All Other Classifications</b>
Health and Welfare Plan	\$ 2.00	\$ 2.00	\$ 2.00
Pension Plan	0.00	1.335	2.67
<hr/>			
CSW Medical and Benefit Plan of BC	\$ 2.00	\$ 3.335	\$ 4.67
Industry Funds:			
CSW Training Society Fund	0.35	0.35	0.35
Labourers Advancement Fund	0.45	0.45	0.45
Contract Administration Fund	0.13	0.13	0.13
BCYT Fund	0.10	0.10	0.10
Rehabilitation Plan	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01
<hr/>			
<b><u>Industrial Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 3.07</b>	<b>\$ 4.405</b>	<b>\$ 5.74</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 4.605</b>	<b>\$ 6.61</b>	<b>\$ 8.61</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 6.14</b>	<b>\$ 8.81</b>	<b>\$ 11.48</b>
<hr/> <hr/>			
<b><u>Commercial/Institutional Projects (paid on "hours worked")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 3.07</b>	<b>\$ 4.405</b>	<b>\$ 5.74</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 3.07</b>	<b>\$ 4.405</b>	<b>\$ 5.74</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 3.07</b>	<b>\$ 4.405</b>	<b>\$ 5.74</b>
<hr/> <hr/>			
 <b><u>EMPLOYEE DEDUCTIONS (Union Dues):</u></b>			
<b><u>Industrial Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.70</b>	<b>\$ 0.70</b>	<b>\$ 0.70</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 1.05</b>	<b>\$ 1.05</b>	<b>\$ 1.05</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.40</b>	<b>\$ 1.40</b>	<b>\$ 1.40</b>
<hr/> <hr/>			
<b><u>Commercial/Institutional Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.60</b>	<b>\$ 0.60</b>	<b>\$ 0.60</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 0.90</b>	<b>\$ 0.90</b>	<b>\$ 0.90</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.20</b>	<b>\$ 1.20</b>	<b>\$ 1.20</b>
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**SCHEDULE "F"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**  
**EFFECTIVE DATE: MAY 1, 2009**

<u>EMPLOYER CONTRIBUTIONS:</u>	Apprentices at: less than \$18.50/hour	Apprentices at: \$18.50/hour or more	All Other Classifications
Health and Welfare Plan	\$ 2.07	\$ 2.07	\$ 2.07
Pension Plan	0.00	1.375	2.75
<hr/>			
CSW Medical and Benefit Plan of BC	\$ 2.07	\$ 3.445	\$ 4.82
Industry Funds:			
CSW Training Society Fund	0.35	0.35	0.35
Labourers Advancement Fund	0.45	0.45	0.45
Contract Administration Fund	0.13	0.13	0.13
BCYT Fund	0.10	0.10	0.10
Rehabilitation Plan	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01
<hr/>			
<u>Industrial Projects (paid on "hours earned")</u>			
<b>Total: Straight Time Hours</b>	<b>\$ 3.14</b>	<b>\$ 4.515</b>	<b>\$ 5.89</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 4.71</b>	<b>\$ 6.77</b>	<b>\$ 8.835</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 6.28</b>	<b>\$ 9.03</b>	<b>\$ 11.78</b>
<hr/> <hr/>			
<u>Commercial/Institutional Projects (paid on "hours worked")</u>			
<b>Total: Straight Time Hours</b>	<b>\$ 3.14</b>	<b>\$ 4.515</b>	<b>\$ 5.89</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 3.14</b>	<b>\$ 4.515</b>	<b>\$ 5.89</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 3.14</b>	<b>\$ 4.515</b>	<b>\$ 5.89</b>
<hr/> <hr/>			
 <b>EMPLOYEE DEDUCTIONS (Union Dues):</b>			
<u>Industrial Projects (paid on "hours earned")</u>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.70</b>	<b>\$ 0.70</b>	<b>\$ 0.70</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 1.05</b>	<b>\$ 1.05</b>	<b>\$ 1.05</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.40</b>	<b>\$ 1.40</b>	<b>\$ 1.40</b>
<hr/> <hr/>			
<u>Commercial/Institutional Projects (paid on "hours earned")</u>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.60</b>	<b>\$ 0.60</b>	<b>\$ 0.60</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 0.90</b>	<b>\$ 0.90</b>	<b>\$ 0.90</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.20</b>	<b>\$ 1.20</b>	<b>\$ 1.20</b>
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**SCHEDULE "F"**  
**EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**  
**EFFECTIVE DATE: APRIL 1, 2010**

<b><u>EMPLOYER CONTRIBUTIONS:</u></b>	<b>Apprentices at: less than \$18.50/hour</b>	<b>Apprentices at: \$18.50/hour or more</b>	<b>All Other Classifications</b>
Health and Welfare Plan	\$ 2.17	\$ 2.17	\$ 2.17
Pension Plan	0.00	1.40	2.80
CSW Medical and Benefit Plan of BC	\$ 2.17	\$ 3.57	\$ 4.97
Industry Funds:			
CSW Training Society Fund	0.35	0.35	0.35
Labourers Advancement Fund	0.45	0.45	0.45
Contract Administration Fund	0.13	0.13	0.13
BCYT Fund	0.10	0.10	0.10
Rehabilitation Plan	0.02	0.02	0.02
Jurisdictional Assignment Plan	0.01	0.01	0.01
BCBCBTU Fund	0.01	0.01	0.01
<b><u>Industrial Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 3.24</b>	<b>\$ 4.64</b>	<b>\$ 6.04</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 4.86</b>	<b>\$ 6.96</b>	<b>\$ 9.06</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 6.48</b>	<b>\$ 9.28</b>	<b>\$ 12.08</b>
<b><u>Commercial/Institutional Projects (paid on "hours worked")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 3.24</b>	<b>\$ 4.64</b>	<b>\$ 6.04</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 3.24</b>	<b>\$ 4.64</b>	<b>\$ 6.04</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 3.24</b>	<b>\$ 4.64</b>	<b>\$ 6.04</b>
<b><u>EMPLOYEE DEDUCTIONS (Union Dues):</u></b>			
<b><u>All Industrial and Commercial/Institutional Projects (paid on "hours earned")</u></b>			
<b>Total: Straight Time Hours</b>	<b>\$ 0.70</b>	<b>\$ 0.70</b>	<b>\$ 0.70</b>
<b>Total: Time and One-Half Overtime Hours</b>	<b>\$ 1.05</b>	<b>\$ 1.05</b>	<b>\$ 1.05</b>
<b>Total: Double Time Overtime Hours</b>	<b>\$ 1.40</b>	<b>\$ 1.40</b>	<b>\$ 1.40</b>

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**APPENDIX "A" - APPRENTICE LABOURER PROGRAM (PAGE 1 OF 2)**

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An Apprentice Labourer Program (ALP) shall be established, implemented and maintained in accordance with the following provisions, and such provisions shall supercede any/all contrary provisions of this Agreement on all Industrial, Underground and Commercial/Institutional projects.

**(A) Definitions and Classification**

- (1) A Construction Craft Labourer (CCL) shall be defined as an Employee who is being paid, as a minimum, the minimum straight time hourly wage rate applicable on the project for the Employee classification of Labourer. The CCL classification shall replace the Grandfathered Labourer classification provided for within the Labourers Standard ICI Agreement (April 30, 2004 expiry).
- (2) An Apprentice Labourer shall be defined as an Employee who is being paid less than the minimum straight time hourly wage rate applicable on the project for the Employee classification of Labourer.
- (3) All Union members who meet the definition of a CCL as of October 31, 2005 shall be classified as such. Likewise, all Union members who meet the definition of an Apprentice as of October 31, 2005 shall be classified as such. The wage rate being paid to an Employee as of October 31, 2005 shall be the sole determinant of the classification.

**(B) Dispatch and Hiring**

- (1) When an Employer requests the Union to dispatch an Apprentice, the Employer shall indicate an approximate wage rate range for such Apprentice and the Union shall dispatch an Apprentice within such range if it is able to do so. In the event the Union is unable to do so, the Union shall advise the Employer accordingly and reserves the right to offer to dispatch a CCL or a higher/lower rate Apprentice as an alternative. Notwithstanding the foregoing, the Union retains the right to determine the wage rate payable to any Apprentice upon dispatch, and the Employer retains the right to reject any alternative dispatch.
- (2) Notwithstanding item (B) (1), the Employer retains the right to recruit and hire an Apprentice from any source available. Notwithstanding the foregoing, such an Apprentice shall become a Union member and complete all necessary related paperwork within two (2) weeks of his commencement of work. The Employer reserves the right to determine the wage rate payable to any such Apprentice upon hire, and the Union shall not unreasonably refuse to accept any such Apprentice as a member.
- (3) The Union retains the right to determine or re-determine the status of any member at any time for dispatch purposes.
- (4) No representative of the Union shall, at any time, either advise and/or imply to an employed Apprentice that a higher wage rate employment opportunity with a different Employer is or may be available either at present or in the future. The intent of the foregoing is to prevent the Union from soliciting employed Apprentices to switch Employers. Notwithstanding the foregoing, the Union retains the right to offer whatever advice it may deem appropriate to any Apprentice who initiates a discussion pursuant to item (C) (3).

**(C) Wage Rates and Pension Contributions**

- (1)
  - (a) The minimum straight time hourly wage rate payable to an Apprentice Labourer shall be thirteen dollars (\$13.00) per hour.
  - (b) The minimum straight time hourly wage rate payable to an Apprentice Concrete Specialist, and to an Apprentice Labourer working in accordance with Schedule "B" (Underground Projects), shall be sixteen dollars (\$16.00) per hour.

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**APPENDIX "A" - APPRENTICE LABOURER PROGRAM (PAGE 2 OF 2)**

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- (c) Notwithstanding the foregoing, no Employer shall reduce an Apprentice's wage rate or pension contribution upon implementation of this ALP.
- (2) The Employer shall retain sole authority to determine the timing and amount of future increases to an Apprentice's straight time hourly wage rate. The foregoing shall apply for Apprentices dispatched by the Union in accordance with item (B) (1) as well as for Apprentices recruited by the Employer in accordance with item (B) (2).
- (3) Notwithstanding item (C) (2), in the event an apprentice believes he is deserving of an increase the Apprentice may contact the Union and discuss his options.
- (4) All Employer contributions are required for Apprentices with the exception of the pension contribution, which shall be:
  - (a) waived for Apprentices being paid less than eighteen dollars and fifty cents (\$18.50) per hour.
  - (b) one dollar and twenty-five cents (\$1.25) per hour for Apprentices paid eighteen dollars and fifty cents (\$18.50) per hour or greater.

**(D) Employment Ratios**

An Employer may employ one (1) Apprentice Labourer for every two (2) CCLs employed. Employment ratios shall apply on a company wide basis.

**(E) Establishment of an ALP**

- (1) The parties are fully committed to working with the jointly trusted CSW Training Society on an ALP to replace Appendix "A" to this Agreement. In the event that an ALP is established, it will replace Appendix "A" and form part of this Agreement
- (2) Either party may provide notice to bargain an ALP after May 1, 2008.
- (3) In the event an ALP is not established by December 1, 2008, either party may apply to the Labour Relations Board for a facilitator' to work with the parties to establish an ALP. A facilitator's recommendations are non-binding on the parties.

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**APPENDIX "B" - DEFINITIONS AND ABBREVIATIONS (PAGE 1 OF 3)**

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The following definitions and abbreviations shall be applicable to the interpretation of this Agreement.

(1) **BCBCBTU**

Bargaining Council of British Columbia Building Trade Unions

(2) **BCYT**

British Columbia and Yukon Territory Building and Construction Trades Council

(3) **CLR**

Construction Labour Relations Association of British Columbia

(4) **CSW**

Construction and Specialized Workers

(5) **CSWU**

Construction and Specialized Workers' Union

(6) **Employee**

Any individual who is a member of the Union, and/or such other person employed by the Employer under the terms of this Agreement.

(7) **Employer**

(a) Any individual, business, partnership, company, corporation, or other similar entity, signatory to this Agreement.

(b) Where the term Employer is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Employer.

(8) **Gender**

Wherever the words "man", "men", "he" or "his" are utilized in this Agreement they shall be considered to apply equally to both genders (i.e. male and female).

(9) **Hours Earned**

Employer contributions and Employee deductions made on the basis of "hours earned" shall be calculated as follows:

(a) 1 straight time hour = 1 hour earned

(b) 1 time and one-half overtime hour = 1½ hours earned

(c) 1 double time overtime hour = 2 hours earned

## APPENDIX "B" - DEFINITIONS AND ABBREVIATIONS (PAGE 2 OF 3)

**(10) Hours Worked**

Employer contributions and Employee deductions made on the basis of "hours worked" shall be calculated as follows:

- (a) 1 straight time hour = 1 hour worked
- (b) 1 time and one-half overtime hour = 1 hour worked
- (c) 1 double time overtime hour = 1 hour worked

**(11) ICI**

Industrial, Commercial, Institutional

**(12) Industrial Construction**

- (a) Shall include as examples: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; and breweries, etc. (*Refer to Article 20.500 for provisions regarding bulk loading terminals and breweries in the Lower Mainland and on Vancouver Island.*)

**(b) Commercial/Institutional Construction**

That work which is governed by the terms of this Agreement and is not otherwise defined as Industrial Construction herein, shall be deemed to be Commercial/Institutional Construction.

**(13) LIUNA**

Laborers International Union of North America

**(14) LJCB**

Labourers Joint Conference Board

**(15) LRB**

British Columbia Labour Relations Board

**(16) Metropolitan Area: Nanaimo**

The general area is from Vancouver Island's east coast, inland to include the built-up area, which at its greatest is eleven (11) kilometres, and between the Qualicum River on the north and the northern boundary of Chemainus on the south. Ladysmith, Nanaimo, Parksville and Qualicum are included. Notwithstanding the foregoing, the precise area is as drawn on the maps signed by CLR and the Union. The precise area shall not be expanded, limited or changed in any way by the general area description provided.

**(17) Metropolitan Area: Vancouver - New Westminster**

The 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.

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**APPENDIX “B” - DEFINITIONS AND ABBREVIATIONS (PAGE 3 OF 3)**

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**(18) Metropolitan Area: Victoria**

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.

**(19) Union**

- (a)** Construction and Specialized Workers’ Union Local 1611 and/or any other such LIUNA Local as may be established whose membership performs ICI work as governed by the terms of this Agreement.
- (b)** Where the term Union is used within this Agreement, and the context of such usage makes it appropriate and logical to regard this term as a reference to a person, as opposed to a legal entity, then such usage shall be considered to refer to an authorized representative of the Union.

**(20) WCB**

Workers’ Compensation Board of BC

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**APPENDIX "C" - BC JURISDICTIONAL WORK ASSIGNMENT PLAN**

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- (1) Both parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary Rule(s), Agreement(s), and/or Memoranda as may be agreed upon from time to time by CLR and the BCYT. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime parties to the said Agreements will re-negotiate such provision or provisions and all other provisions shall not be affected thereby.
- (2) The Employer shall, upon request, make known his intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules and Regulations for the Umpire of Jurisdictional Work Assignments in British Columbia.
- (3) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work, in accordance with the Rules and Regulations of the Plan.
- (4) The parties agree that all cases, disputes, or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The parties agree that they shall comply with the decisions and awards of the Umpire of Jurisdictional Work Assignments established by the Plan.
- (5) The Union agrees that the establishment of picket lines, and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work, are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.
- (6) Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the Jurisdictional Assignment Plan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

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**APPENDIX “D”**  
**LETTER OF UNDERSTANDING RE: SUBCONTRACTING**

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**BY AND BETWEEN:**

**Construction and Specialized Workers’ Union (CSWU) Local 1611**  
**(Hereinafter referred to as the “Union”)**

**AND:**

**Construction Labour Relations Association of BC (CLR)**

**(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)**

**(Hereinafter referred to as the “Employer”)**

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The parties hereby agree that the terms and conditions of this Letter of Understanding shall supercede any/all contrary application and/or interpretation of the Labourers Standard ICI Agreement and shall form a part thereof. In particular, Article 3.201 (b) of the Labourers Standard ICI Agreement shall not apply to work subcontracted by an Employer in accordance with this Letter of Understanding.

- (1) The Union recognizes the Employer’s interest in receiving competitive bids from subcontractors. In addition, the parties’ expectation is that increased flexibility in subcontracting will result in increased work opportunities for Union members. It is for the foregoing reasons that the Union agrees to amend the Labourers Standard ICI Agreement as follows.
- (2) Notwithstanding Article 3.201, the Employer may subcontract commercial and/or institutional work which is governed by the Labourers Standard ICI Agreement to any other employer, regardless of the other employer’s signatory status or lack thereof, providing;
  - (a) such work is traffic control work outside of the Lower Mainland, or
  - (b) the Employer has not historically performed such work with its own forces and can establish that no employer signatory to a collective agreement with the Union submitted a competitive subcontract tender price for such work at the time the subcontract was tendered, or
  - (c) such work is a component of a subcontract for finished carpentry, bricklaying, wall and ceiling installation, and/or any other mutually agreed upon aspect of the project. The Union shall not unreasonably withhold its mutual agreement if such work is relatively inconsequential.
- (3) The Employer shall provide the Union with the name of the subcontractor, as well as a written explanation of the circumstances and rationale for subcontracting work in accordance with the item (2), within ten (10) working days of entering into the subcontract.
- (4) Notwithstanding Article 3.201 and/or item (2), the Employer may subcontract industrial work which is governed by this Agreement to any other employer, regardless of the other employer’s signatory status or lack thereof, providing such work is traffic control work outside the Lower Mainland.
- (5)
  - (a) The term “competitive subcontract tender price” as used within item (2) (b) shall be defined as the lowest qualified tender price submitted for the tendered work.
  - (b) The term “Lower Mainland” as used within item (2) (a) and item (4) shall be defined as being inclusive of all communities west of Langley/Surrey and Pitt Meadows/Port Coquitlam borders to the southern boundary of Whistler, including the Sunshine Coast (Gibsons to Earls Cove).

**SIGNATURE OF PARTIES**

Signed this 8<sup>th</sup> day of September, 2006.

**SIGNED ON BEHALF OF:  
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC**

R.L. Morrison

Dale Bekar

Signed this 8<sup>th</sup> day of September, 2006.

**SIGNED ON BEHALF OF:  
CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611**

Mark Olsen

Bruce Ferguson