

STANDARD FLOOR COVERING AGREEMENT

(RESIDENTIAL, COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL)

By and Between:

Floorlayers' Union Local 1541
United Brotherhood of Carpenters and Joiners of America (UBCJA)
(the "Union")

And:

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

*** (On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this document and those members added from time to time by notice given to the BCBCBTU.)**

* Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR.

(the "Employer")
(collectively, the "Parties")

May 01, 2016 to April 30, 2019

† (Effective on all hours worked from May 22, 2016 onward.)

† Work performed between May 01, 2016 and May 22, 2016 governed by terms of Agreement(s) which applied prior to May 22, 2016.

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IMPORTANT NOTICE:

Employers are advised to refer to Article 3.401 (b) for important details regarding work performed on an industrial construction project(s).

ARTICLE 1.000 - MISSION AND OBJECTS

1.100 Mission

To increase market share by providing competitive, quality installations by a highly trained workforce.

1.200 Objects

The objects of this Agreement are to: stabilize the floor covering industry; provide fair and reasonable working conditions and job security for employees in the industry; promote harmonious employment relationships between Employers and employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and 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.

ARTICLE 2.000 - EFFECTIVE DATE AND DURATION

2.100 This Agreement shall be for the period from and including May 01, 2016, to and including April 30, 2019, and from year to year thereafter subject to the right of either Party to this Agreement, within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30, 2019, or immediately preceding the last day of April in any year thereafter, by written notice to require the other Party to this Agreement to commence collective bargaining.

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 a lockout, or the Parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.

2.300 The operation of Section 50 (2) and Section 50 (3) of the Labour Relations Code is hereby excluded.

2.400 A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 - EXTENT

3.100 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

3.200 Management Rights and Subcontracting

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

3.300 Subcontracting (Province Wide)

Unless otherwise agreed by the Parties, in writing, the Employer shall not be permitted to subcontract work, anywhere within BC, which would otherwise be governed by the terms of this Agreement, except in accordance with this Article.

- 3.301 (a)** The Parties agree to utilize subcontracting in response to mutual concerns regarding the need to better facilitate:
- (i)** a steady, ongoing and sustainable increase to the pool of appropriately skilled Union members that are readily available for dispatch, and
 - (ii)** a steady, ongoing and sustainable increase to the unionized floor covering sector's overall market share, and
 - (iii)** an efficient, practical and common sense solution to the short term peak labour requirements of individual signatory Employers, and
 - (iv)** the long term development and growth of both the Union and individual signatory Employers.
- (b)** The Parties therefore agree as follows.
- (i)** The Union will actively recruit new members, train and upgrade the skills, ability and expertise of both new and current members, and promote and facilitate the employment of Apprentices and Material Handlers.
 - (ii)** The Employers will work with the Union to recruit, hire and employ Union members in accordance with the terms of this Agreement, and prioritize the employment and development of Apprentices and Material Handlers whenever practical.
- (c)** Notwithstanding Article 3.301 (a), the first source of labour for Employers shall be Union dispatch. However, where sufficient Union members that possess the skills, ability and expertise necessary to perform the available work are not readily available, the Parties jointly support the utilization of subcontracting.

3.302 Utilization of Subcontracting

Unless otherwise agreed by the Parties, in writing, the Employer's right to utilize subcontracting shall be subject to the following.

(a) Signatory Status

The Employer shall not subcontract work except to:

- (i) a subcontractor signatory to this Agreement, or
- (ii) a subcontractor signatory to another collective agreement with the Union which governs the equivalent work jurisdiction, or
- (iii) an eligible "non-signatory" subcontractor in accordance with Articles 3.302 (b) through 3.302 (h). A non-signatory subcontractor shall not be eligible if such subcontractor was a member of the Union at any time during the eighteen (18) month period immediately preceding the date of the subcontract award.

(b) Sectors

The Employer shall not award work to an eligible non-signatory subcontractor except on an authorized project(s) as follows.

Residential - Province Wide	Authorized
Commercial - Province Wide	Authorized
Institutional - "Out of Town" ¹	Authorized
Institutional - Not "Out of Town" ^{1, 2}	Not Authorized
Industrial - Province Wide	Not Authorized

¹ The definition of an "out of town project" which applies pursuant to Article 8.700 shall also apply to the determination of whether an Institutional project is "Authorized" or "Not Authorized" in accordance with Article 3.302 (b).

² Refer to the Appendix "D" for an exception to this restriction.

(c) Existing Employees

The Employer shall not award work to an eligible non-signatory subcontractor if doing so on a given project(s) would significantly reduce the work which would have otherwise been available to the Employer's regular complement of employees.

(d) Labour Supply

The Employer shall not award work to an eligible non-signatory subcontractor if the Union is able to:

- (i) supply the Employer with sufficient employees that possess the skills, ability and expertise necessary to perform the available work, or
- (ii) identify a suitable signatory Employer that is ready, willing and able to perform the subcontracted work at a competitive price, and is capable of meeting the client's requirements with respect to quality and schedule.

(e) CRA Business Number and WorkSafe BC Registration

The Employer shall not award work to an eligible non-signatory subcontractor unless such subcontractor has a valid CRA business number and is duly registered with WorkSafe BC. The Employer shall provide the Union with evidence of such business number and registration within seven (7) calendar days of receiving a written request from the Union to do so.

(f) Notification of Union

The Employer shall notify the Union whenever it intends to award work to an eligible non-signatory subcontractor in accordance with Article 3.300. All time limits referenced within Article 3.302 (f) shall be strictly enforced.

(i) The Employer's notice shall be sent to the Union via email (*), with a copy to CLR, not less than two (2) working days prior to awarding the subcontract, and shall include the following information.

- > name of the eligible non-signatory subcontractor(s), and
- > nature and location of the project(s), and
- > approximate labour value(s) of the subcontract(s), and
- > approximate date(s) of commencement of work.

* The only Union email address an Employer may use for such notification shall be: subcontract.notice@bcrcc.ca.

(ii) If the Employer does not notify the Union as required, the Employer waives its right to subcontract the intended work.

(iii) Upon receipt of the Employer's notice, the Union shall advise the Employer no later than close of business on the next working day, via email with a copy to CLR, in the event the Union wishes to discuss concerns related to the Employer's adherence to Article 3.300.

(iv) If the Union does not advise the Employer as required, the Union waives its rights with respect to Article 3.302 (h) unless the Employer's notice was knowingly misrepresented or materially inaccurate.

(v) If the Union does advise the Employer as required, the Union and the Employer shall discuss the Union's concerns and shall attempt to achieve a mutually agreeable resolution. Such resolution shall be confirmed via email, with a copy to CLR. However, if such resolution is not achieved, both Parties shall retain their respective rights with respect to Article 3.302 (h).

(g) Permit Fee

The Employer shall remit a permit fee equivalent to three percent (3%) of

the value of all subcontracted labour to the Union in the manner set forth in Article 5.000.

(h) Dispute Resolution

- (i)** Notwithstanding Article 14.000 (Grievance Resolution), all disputes regarding Article 3.300 which require the involvement of a Third Party shall be referred directly to Mr. Michael Fleming.
- (ii)** In addition, Mr. Fleming may also conduct an annual review of Article 3.300 for the purpose of addressing any unanticipated outcome(s) which may result from the utilization of subcontracting by the Parties. Either Party may request such a review, in writing, on or before August 31st annually. Upon receipt of such a request, Mr. Fleming shall consult with the Parties and shall schedule a review which shall take place between October 1st and December 15th. Notwithstanding the foregoing, if no such request is made no review shall take place.
- (iii)** With respect to both Articles 3.302 (h) (i) and (ii), the Parties agree that Mr. Fleming shall be empowered to make binding recommendations, orders, declarations and determinations to resolve a dispute, and may determine his own processes and procedures and shall have all necessary authority and jurisdiction of a fact-finder, special officer, mediator, or arbitrator pursuant to the Labour Relations Code, including giving effect to such binding recommendations, orders, declarations, and/or determinations.
- (iv)** In addition, with respect to Article 3.302 (h) (ii) only, the Parties agree that Mr. Fleming may determine that Article 3.302 is not addressing the mutual concerns of the Parties and/or has operated in an unanticipated manner from that intended by the Parties pursuant to Article 3.301. In such event, Mr. Fleming may order the termination of Article 3.300 and the return to the April 01, 2016 status quo pertaining to subcontracting, or alternatively, may assist the Parties to negotiate appropriate amended subcontracting provisions.
- (v)** All costs of Mr. Fleming shall be shared equally by the Parties.

(i) Hiring on Out of Town Projects

Refer to Article 8.700 for an alternative to subcontracting work on an out of town project(s).

3.400 Application, Work Jurisdiction and Affiliation

Without restricting Article 3.000 in any way, the Parties expressly agree to the following.

3.401 Application

- (a) This Agreement shall govern only work which is within the work jurisdiction of the floorlayer and which is being performed in the province of British Columbia by bargaining unit members who are employees of the Employer on a project(s). Refer also to Article 3.402.
- (b) Refer to the Industrial Addendum for details regarding provisions which apply only in respect of work performed on an industrial project(s).

3.402 Work Jurisdiction

- (a) The work jurisdiction of the floorlayer shall consist of carpet, resilient, hardwood and related jurisdiction. Refer to Appendix "E" for a detailed description of the Union's work jurisdiction claim.
- (b) Notwithstanding Article 3.402 (a), the work jurisdiction of the floorlayer shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan.
- (c) All work performed within the work jurisdiction of the floorlayer shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement. Notwithstanding the foregoing, one (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.

3.403 Affiliation

- (a) 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 rendering assistance to labour organizations, and/or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.
- (b) Notwithstanding Article 3.403 (a), the Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.
- (c) Without restricting/limiting the application of Article 3.403 (b), the Union shall not attempt to exert pressure upon an Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the Labour Relations Code.

3.500 Compliance

- 3.501** The Employer shall comply with the policies and/or regulations, including any provisions for registration which may be required therein, of all applicable federal and provincial government agencies, departments, legislation, etc. (i.e. Canada Customs and Revenue Agency, Employment Insurance Act, WSBC, etc.), and shall provide the Union with their applicable registration number(s) upon request.
- 3.502** The Employer shall be duly licensed in each city, municipality, town, village, etc. in which such Employer performs work.
- 3.503** The Employer shall maintain a business telephone number in order to facilitate the Union's ability to contact the Employer for the purpose of administering this Agreement.
- 3.504** The provisions of the Labour Relations Code regarding technological change shall apply.

ARTICLE 4.000 - MONETARY PACKAGE

Refer to all Schedules "A1" and all Schedules "B1". Notwithstanding the foregoing, refer also to Articles 4.200 and 4.300 for important clarifications and exceptions.

4.100 Allocation of Monetary Package

- 4.101** No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to Employer contributions (inclusive of the Floorlayers Industry Welfare Trust Fund, the Floorlayers Industry Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the Parties. Such mutual agreement shall not be unreasonably withheld.
- 4.102** Notwithstanding Article 4.101, prior mutual agreement of the Parties shall not be required in the event the Union wishes to reallocate monies in accordance with Article 4.102 (a) and/or (b). However, the Union shall provide the Employers with sixty (60) days' advance written notice of such reallocation.
- (a)** From the Floorlayers Industry Welfare Trust Fund to the Floorlayers Industry Pension Plan, or vice versa.
- (b)** From the Certified Journeyman minimum straight time hourly wage rate to the Certified Journeyman annual vacation and statutory holiday pay, or vice versa. (The wage package for all other employee classifications shall be recalculated accordingly.)

4.200 Hourly Compensation

4.201 Hourly Wage Rate Schedule

The schedules of minimum straight time hourly wage rates as provided for within all Schedules "A1" shall apply to all work performed in accordance with this Agreement, except as otherwise provided for in Articles 4.202, 4.203 and 4.300.

4.202 Annual Increases

Notwithstanding Article 4.201, the following annual increases to the Certified Journeyman monetary package (inclusive of wages, plus annual vacation and statutory holiday pay, plus Employer contributions) shall apply over the duration of this Agreement. The monetary package for all other employee classifications shall be recalculated accordingly.

- > Effective May 01, 2017 \$0.35 per hour
(as reflected within Schedules "A1.3", "A1.4", "B1.3" and "B1.4")
- > Effective May 01, 2018 \$0.35 per hour
(distribution of increase within monetary package to be decided)
- > Effective April 01, 2019 \$0.35 per hour
(distribution of increase within monetary package to be decided)

Refer to Article 4.202 of the Industrial Addendum for the annual increases which apply only in respect of work performed on an industrial project(s).

4.203 First Aid Attendant Premium

If an Employer is required to appoint a first aid attendant on a project, the employee who is appointed shall have his/her otherwise applicable straight time hourly wage rate increased by seventy-five cents (\$0.75) per hour earned. Refer also to Articles 4.301 (a) and 4.302 (a).

4.300 Alternatives to Hourly Compensation

Notwithstanding any/all contrary provisions of this Agreement, the Employer shall retain the right to compensate an employee(s) by way of an alternative to hourly compensation subject to the following terms and conditions. The choice of compensation method(s) shall be determined at the sole discretion of the Employer on a project by project basis, and a mix of compensation methods may be utilized if multiple employees are working on the same project. No employee shall be discriminated against and/or deemed to have self-terminated (i.e. quit) their employment for refusing to be compensated by way of an alternative to hourly compensation.

4.301 Option #1 - Piece Work or Project Based Compensation

Piece work or project based compensation shall be defined as a process by which an employee(s) is compensated based on production rather than hours worked. Such a process can take multiple forms, however the underlying basis is that the level of compensation is determined by the level of production. For example, a typical piece work based compensation process would involve paying an employee an agreed upon amount per square yard of carpet installed. While a typical project based compensation process would involve dividing a lump sum amount amongst a group of employees upon completion of all assigned work on a project.

- (a)** The piece work or project rate shall be consistent with prevailing market conditions and shall be mutually agreed upon, in writing, by the Employer and the employee(s) prior to the commencement of work. Such rate shall be inclusive of annual vacation and statutory holiday pay, and any/all premiums which may otherwise apply. Notwithstanding the foregoing, an employee shall receive a First Aid Premium of six dollars (\$6.00) per day, if otherwise applicable, in lieu of Article 4.202.
- (b)** The Union shall not create any artificial barriers which would serve to restrict the right of the Employer to have work performed on a piece work or project basis, including but not limited to the following examples.
 - (i)** The Union shall not adopt either a formal or informal policy of opposition to piece work or project based compensation.
 - (ii)** The Union shall not encourage or otherwise counsel its members to adopt either a formal or informal policy of opposition to piece work or project based compensation.
 - (iii)** The Union shall waive any/all Union initiation fees which would otherwise apply for a new member where such new member has been recruited by the Employer as a result of the Union's inability to supply.
- (c)** In lieu of the standard hourly Employer contributions required in accordance with Article 4.600, the Employer shall remit to the Union on behalf of each employee working on a piece work or project basis, a lump sum Employer contribution of twenty percent (20%) of the gross piece work or project earnings paid to each such employee. Such lump sum shall be paid in addition to the gross piece work or project earnings paid to each employee, and shall not be processed as an employee deduction. Upon receipt by the Union, such lump sum shall be divided by the applicable hourly contribution amount and the employee shall be credited with the resulting hours of work. The lump sum shall then be divided amongst the various funds in accordance with the following example.

Employee "A" Gross Piece Work Earnings	=	\$1,715.00
Hourly Employer Contribution Amount	=	\$6.86 per hour
$\$1,715.00 \times 20\%$	=	\$343.00
$\$343.00 \div \6.86 per hour	=	50 hours

Employee "A" would be credited with fifty (50) hours of contributions to the Floorlayers Industry Welfare Trust Fund and the Floorlayers Industry Pension Plan, and all applicable industry funds (i.e. CAF, SBCFE, CIRP, JAPlan, BCBCBTU and D&A Policy) would be forwarded an amount equal to fifty (50) hours multiplied by the applicable industry fund contribution rate.

- (d) In lieu of an employee deduction(s) for Union dues on behalf of an Employee working on a piece work or project basis, the Employer shall deduct and remit to the Union 3.75% of the gross piece work earnings paid to each such employee.
- (e) Article 4.500 (Annual Vacation and Statutory Holidays) and Article 6.000 (Hours of Work and Overtime) shall not apply to the work performed by any employee(s) being compensated on a piece work or project basis. Notwithstanding the foregoing, hours of work shall be a factor which is taken into consideration when the Employer and employee(s) mutually agree upon the piece work or project rate prior to the commencement of work.
- (f) The following provision shall only apply to the Apprentice classification.

If the Employer compensates an Apprentice(s) on a piece work or project basis, such compensation shall meet or exceed the compensation that would otherwise have been paid to such Apprentice(s) on an hourly basis. In addition, the Employer shall also be responsible to advise the Union on a monthly basis with respect to the number of hours worked by each Apprentice on a piece work or project basis in order to allow the Union to properly track each Apprentice's training hours.

4.302 Option #2 - Maximum Assured Hours Based Compensation

Maximum assured hours based compensation shall be defined as a process by which an employee(s) is allocated a maximum number of hours to complete a defined task(s) or project. Such a process has historically been referred to by a variety of names, however the underlying basis is that hourly compensation is directly linked to a pre-determined productivity standard/expectation. For example, a typical maximum assured hours based compensation process would involve paying an employee a maximum number of hours upon completion of a pre-determined scope of work.

- (a) The number of maximum assured hours shall be mutually agreed upon, in writing, by the Employer and the employee(s) prior to the commencement of work. Such hours shall then be paid at each employee's otherwise applicable

straight time hourly wage rate in accordance with Article 4.200 and all Schedules "A1". Employer contributions and employee deductions shall likewise be processed on behalf of each employee in accordance with all Schedules "B1".

- (b) Notwithstanding Article 4.302 (a), in the event the ability of an employee(s) to perform the pre-determined scope of work is unreasonably delayed as a result of circumstances for which such employee(s) is/are not responsible, the Employer and the employee(s) shall review the situation and, if appropriate, shall amend the number of maximum assured hours which had previously been mutually agreed upon.
- (c) Article 6.000 (Hours of Work and Overtime) shall not apply to the work performed by any employee(s) being compensated on a maximum assured hours basis. Notwithstanding the foregoing, hours of work shall be a factor which is taken into consideration when the Employer and employee(s) mutually agree upon the number of maximum assured hours prior to the commencement of work.

4.303 Alternative Compensation Oversight Sub-Committee

The Parties acknowledge that the alternative compensation options provided for within Article 4.300 will require a period of adjustment for both employees and Employers alike. As a result, the Parties have agreed to establish a joint labour/management oversight sub-committee to address any/all issues and/or matters of dispute which may arise in conjunction with the implementation of such options.

- (a) The sub-committee shall consist of three (3) representatives appointed by the Union and three (3) representatives appointed by CLR.
- (b) The sub-committee shall meet within ten (10) working days of a written request being received by either the Union or CLR.
- (c) All decisions of the sub-committee shall be by majority vote. Notwithstanding the foregoing, both the Union and CLR shall have the right to cast three (3) votes each regardless of how many representatives are present at any particular sub-committee meeting.
- (d) The sub-committee shall be tasked with resolving any/all disputes which may arise in conjunction with the implementation of the alternative compensation options. For this reason, the application of Article 14.000 (Grievance Procedure) shall not be applicable to such disputes unless/until the sub-committee has been unable to conclude a resolution.

4.400 Employee Classifications

Refer to all Schedules "A1" and all Schedules "B1" for a breakdown of the monetary package which applies to each employee classification.

4.401 Premiums and Allowances

Unless otherwise restricted elsewhere within this Agreement, all employee classifications shall be entitled to receive annual vacation pay, statutory holiday pay, overtime premiums, shift premiums, travel allowances and any/all other premiums and/or allowances provided pursuant to this Agreement.

4.402 Reclassification

The Union recognizes the right of the Employer to judge the competency, merit and ability of the employees in the classifications listed in Article 4.400. The re-classification of an employee(s) shall not be done without mutual agreement between the Union, the employee(s) and the Employer. Re-classifications shall not be subject to Article 14.000 (Grievance Procedure).

4.403 Foreman

- (a)** A Foreman shall be defined as an employee who issues orders or gives direction to other employees. All direction given to an employee(s) shall be provided by the Foreman to whom such employee(s) is/are regularly assigned.
- (b)** When five (5) or more employees are employed on a project, the Employer shall designate one (1) Certified Journeyman or Uncertified Floorlayer as the Foreman.
- (c)** The minimum straight time hourly wage rate for a Foreman shall be one hundred fifteen percent (115%) of the applicable Certified Journeyman minimum straight time hourly wage rate on the project.

4.404 Certified Journeyman (CJP)

- (a)** A Certified Journeyman (CJP) shall be defined as an individual who has
 - (i)** achieved a valid Floor Covering Installer TQ certificate, or
 - (ii)** worked a minimum of 10,800 hours as a floorlayer and achieved INSTALL certification, or
 - (iii)** been classified as a CJP in accordance with Article 4.404 (d).
- (b)** The evidence of work experience required in Article 4.404 (a) (ii) shall be provided by the prospective CJP via appropriate documentation from previous employers and/or where such documentation is not available via a notarized statutory declaration signed by the prospective CJP. Such statutory declaration shall detail in chronological order the individual's work experience on an employer by employer basis. Copies of such documentation and/or statutory declaration shall be provided to the Employer upon request.

- (c) The minimum straight time hourly wage rate for a CJP shall be as provided for within all Schedules "A1".
- (d) Notwithstanding Articles 4.404 (a), 4.405 and 4.406, effective August 18, 2013 any Union member who has historically worked as a Journeyperson pursuant to this Agreement shall be "grandfathered" as a Certified Journeyperson on a go forward basis, regardless of whether or not such member has obtained a valid Floor Covering Installer TQ certificate. The Union shall provide a list of such members to CLR on or before August 18, 2013. Thereafter, any individual who is not on such list, and has not obtained a valid Floor Covering Installer TQ certificate, shall be paid as an Uncertified Floorlayer (UCF) or Semi Skill Floorlayer (SSF) except as may otherwise be permitted in accordance with the provisions related to an Apprentice and/or Material Handler, or at the discretion of the Employer.

4.405 Uncertified Floorlayer (UCF)

- (a) An Uncertified Floorlayer (UCF) shall be defined as an individual who is not registered as a duly sponsored Floor Covering Installer Apprentice within Canada, and is not employed as either a CJP, a Semi Skilled Floorlayer (SSF), or a Material Handler in accordance with this Agreement.
- (b) To the extent that there may be an overlap between the definition of a UCF and the definition of a SSF, the Employer shall determine the appropriate classification.
- (c) The minimum straight time hourly wage rate for a UCF shall be ninety percent (90%) of the applicable CJP minimum straight time hourly wage rate on the project.

4.406 Semi Skilled Floorlayer (SSF)

- (a) A Semi Skilled Floorlayer (SSF) shall be defined as an individual who is not registered as a duly sponsored Floor Covering Installer Apprentice within Canada, and is not employed as either a CJP or a Material Handler in accordance with this Agreement. Such individuals shall perform work with various skills and experience
- (b) To the extent that there may be an overlap between the definition of an UCF and the definition of a SSF, the Employer shall determine the appropriate classification.
- (c) There shall be seven (7) SSF classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each SSF after having judged such individual's competency, merit and ability.
- (d) The minimum straight time hourly wage rate for a SSF shall be the applicable percentage of the applicable CJP minimum straight time hourly wage rate on

the project.

Level 1 SSF = 50%	Level 4 SSF = 70%	Level 6 SSF = 85%
Level 2 SSF = 55%	Level 5 SSF = 80%	Level 7 SSF = 90%
Level 3 SSF = 65%		

4.407 Apprentice

- (a) An Apprentice shall be defined as an individual who is registered as a duly sponsored Floor Covering Installer Apprentice within BC.
- (b) There shall be seven (7) Apprentice classifications. The Employer shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. Notwithstanding the foregoing, effective May 22, 2016, the Employer shall endeavour to employ a ratio of at least one (1) Apprentice for every three (3) Journeymen. Both such ratios shall apply company wide.
- (c) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable CJP minimum straight time hourly wage rate on the project.

1 st Term Apprentice = 50%	0 to 450 training hours *
2 nd Term Apprentice = 55%	451 to 900 training hours *
3 rd Term Apprentice = 65%	901 to 1,800 training hours *
4 th Term Apprentice = 70%	1,801 to 2,700 training hours *
5 th Term Apprentice = 80%	2,701 to 3,600 training hours *
6 th Term Apprentice = 85%	3,601 to 4,500 training hours *
7 th Term Apprentice = 90%	4,501 to 5,400 training hours *

* Training hours are inclusive of the total combined time spent in both work based training and technical training.

- (d) Completion of both the required work based training and technical training shall be necessary in order to advance from one apprenticeship term to the next apprenticeship term. Notwithstanding the foregoing, an Apprentice shall not be prevented from advancing from one apprenticeship term to the next apprenticeship term as a result of technical training not being available.

4.408 Material Handler

- (a) The work of a Material Handler shall include the handling on the job site of all material or materials falling within the jurisdiction of the floorlayer.
- (b) The Parties recognize the importance of recruiting future Apprentices. The Material Handler classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Material Handler shall, in the case of competent workers, be a possible source of future

Apprentices. For these reasons, effective May 01, 2017, the Employer shall employ a minimum of one (1) Material Handler at all times. Notwithstanding the foregoing, effective May 22, 2016, the Union shall actively start to recruit prospective Material Handlers and promote the employment of same.

- (c) The minimum straight time hourly wage rate for a Material Handler shall be forty-five percent (45%) of the applicable CJP minimum straight time hourly wage rate on the project.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

Annual vacation pay and statutory holiday pay shall be combined at the total rate of eight percent (8%) of gross earnings, and shall be paid to each employee on each pay cheque and upon termination of employment.

4.502 Annual Vacation

An employee may take up to three (3) weeks annual vacation in any calendar year. The vacation period shall be arranged by mutual agreement between the employee and the Employer.

4.503 Statutory Holidays

- (a) The following statutory holidays shall apply to all work governed by this Agreement. Refer also to Article 4.503 (b), Article 6.303 and Appendix "B".

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday before BC Day, BC Day, the Friday before Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) Notwithstanding Article 4.503 (a), the Friday before Labour Day may be floated on any commercial, institutional and/or residential project(s) 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. The Friday before Labour Day may not be floated on an industrial project.
- (c) 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.

4.600 Employer Contributions

The schedules of Employer contributions as provided for within all Schedules "B1" shall apply

to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of hours worked.

4.601 Floorlayers Industry Welfare Trust Fund

The Employer shall contribute the required amount(s) to the Floorlayers Industry Welfare Trust Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B1". Notwithstanding the foregoing, the Union reserves the right to direct such contributions to an alternative Union Benefit Plan of its choice by providing CLR with sixty (60) calendar days' written notice.

4.602 Floorlayers Industry Pension Plan

The Employer shall contribute the required amount(s) to the Floorlayers Industry Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B1". Notwithstanding the foregoing,

- (a)** no Employer contribution to the Floorlayers Industry Pension Plan shall be required on behalf of a Material Handler and/or any employee who has reached seventy (70) years of age, and
- (b)** the Union reserves the right to direct such contributions to an alternative Union Pension Plan of its choice by providing CLR with sixty (60) calendar days' written notice.

4.603 CLR Contract Administration Fund (CAF)

- (a)** The Employer shall contribute the required amount(s), inclusive of GST, to the CAF in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B1". Notwithstanding the foregoing, CLR may alter the required amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the monthly report to the administrator because of a change in the Employer contribution to the CAF.
- (b)** The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the monthly report to the administrator. 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. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.604 Society of BC Floorcovering Employers (SBCFE)

- (a) The Employer shall contribute the required amount(s) to the SBCFE in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B1". Notwithstanding the foregoing, the SBCFE may alter this amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to the SBCFE, without exception, all monies designated for the SBCFE and received in accordance with the monthly report to the administrator. Payment to the SBCFE 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.

4.605 BC Construction Industry Rehabilitation Plan (CIRP)

The Employer shall contribute the required amount(s) to the CIRP in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B1".

4.606 Jurisdictional Assignment Plan (JAPlan)

- (a) The Employer shall contribute the required amount(s) to the JAPlan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B1".
- (b) The JAPlan, as agreed to between the BCBT and CLR, shall be binding upon the Parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAPlan, 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.

4.607 BCBCBTU

The Employer shall contribute the required amount(s) to the BCBCBTU in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B1". Notwithstanding the foregoing, such contribution shall continue only for as long as the BCBCBTU bargaining structure continues to exist pursuant to the Labour Relations Code.

4.608 Construction Industry of BC Substance Abuse Testing and Treatment Program (D&A Policy)

- (a) The Employer shall contribute the required amount(s) to the D&A Policy in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within all Schedules "B1".
- (b) The D&A Policy, as agreed to between the BCBCBTU and CLR shall be binding upon the Parties.

4.700 Employee Deductions

The Employer shall deduct Union dues in such amount(s) as the Union directs and shall forward such deductions in the manner set forth in Article 5.000. The Union may alter the deduction amount by providing the Employer with sixty (60) calendar days' written notice. All employee deductions shall be calculated on the basis of hours worked.

4.800 Payment of Wages

Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

- 4.801** The Employer shall, at least every second Friday, pay to each employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.
- 4.802** The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an employee at the time of termination of employment. Alternatively, in the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- 4.803** The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. Such statement may be provided electronically via email.
- 4.804** Where an employee is not paid in accordance with Articles 4.801 and 4.802, such employee shall be deemed to be still on the payroll of the Employer and shall receive his/her usual wages and conditions until there is compliance with the conditions.

4.900 Bonding and Payroll Failures

- 4.901** 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 fifteen thousand dollars (\$15,000.00) 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.
- 4.902** 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 inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

ARTICLE 5.000 - 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.

5.100 General Provisions

- 5.101** The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement, on behalf of all employees working under the terms of this Agreement. Refer to all Schedules "B1".
- 5.102** Such Employer remittance shall:
- (a)** be made by a single payment, payable to the Floorlayers' Industry Fund, 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 monthly report to the administrator, and
 - (c)** be received by the Floorlayers' Industry Fund not later than the fifteenth (15th) day of the month following that for which such payments are payable.
- 5.103** **(a)** The Floorlayers' Industry Fund shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.

- (b) Notwithstanding Article 5.103 (a), the Union may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated and/or distributed.

5.200 "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.

5.300 Delinquent Remittance

5.301 In the event the Employer fails to remit Employer contributions and/or employee deductions in the manner set forth in Article 5.000, the Union may, at its sole discretion, take any economic action it deems necessary against such Employer, and such action shall not be considered a violation of this Agreement.

5.302 The Union shall advise the Employer within forty-eight (48) hours in writing of any delinquency. If the Employer fails to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday, Sunday and statutory holidays, the Union may, at its sole discretion, require a ten percent (10%) penalty of the amount of the late payment.

5.400 Monthly Report to the Administrator

The Union shall supply Employers with copies of the monthly report to the administrator, and the Union shall bear the cost of producing such report except in accordance with Article 4.603 (a).

ARTICLE 6.000 - HOURS OF WORK AND OVERTIME

6.100 Regular Hours

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

(b) Notwithstanding any/all contrary provisions of this Agreement, any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and Employer.

6.102 The regular work week shall be between 8:00 am Monday and 4:30 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

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

- (a)** This Article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.
 - (i)** The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.
 - (ii)** The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of Union members employed on such project. Notwithstanding the foregoing, if the starting and stopping time is varied by more than (1) hour, the Union shall retain the right to revote the Union members employed on such project once over the duration of the project.
 - (iii)** The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b)** The starting time of the employees shall be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

6.104 Notice of Termination

The Employer shall provide an employee with one (1) hours' notice of termination, or one (1) hour's pay in lieu thereof. The employee shall use such notice to gather his/her personal tools and prepare such tools for the next project.

6.200 Overtime Hours

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

6.201 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.

6.202 The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

- 6.203** All other overtime hours, including all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.
- 6.204** Notwithstanding any/all contrary provisions of this Agreement, a minimum break of eight (8) hours shall be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

6.300 Compressed Work Week

A compressed work week may be established by the Employer with the mutual agreement of the Union. Alternatively, the Employer may establish a compressed work week without the mutual agreement of the Union if requested to do so by the project client. The Employer shall notify the Union, in writing, upon receiving such a request. The terms and conditions of such compressed work week shall supercede any/all contrary provisions of this Agreement.

6.301 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 premium shall apply.
- (c)** Refer also to Article 6.103 (a).

6.302 Overtime

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

- (a)** 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.
- (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, 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.

6.303 Statutory Holidays

Notwithstanding any/all contrary provisions of this Agreement, Article 6.303 shall supercede Article 4.503.

- (a) All statutory holidays which occur during a compressed work week schedule shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday.
- (b) All statutory holidays which occur on a regularly scheduled work day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an employee shall retain sole discretion to decline to work on the actual statutory holiday date and shall not be discriminated against for doing so.

6.400 Shifts

6.401 Scheduling of Shifts

The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon shift and/or a night shift. Nor shall it be necessary to maintain an afternoon shift and/or night shift for consecutive days in order to constitute such a shift.

6.402 Shift Premiums

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any employee who is employed on an afternoon or night shift. Such shift premium shall be paid on straight time hours only 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 eight percent (8%) for each hour worked on any shift which commences at any time after 10:00 am but on or before 8:30 pm. Second and subsequent meal breaks shall not be considered as hours worked.

Night Shift

The applicable minimum straight time hourly wage rate shall be increased by seventeen percent (17%) for each hour worked on any shift which commences at any time after 8:30 pm but on or before 1:00 am. Second and subsequent meal breaks shall not be considered as hours worked. Refer also to Article 6.204.

Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

6.500 Call-Out Time

Any employee reporting for work at the call of the Employer and not being able to start work because work is not available shall receive not less than two (2) hours' pay. Any employee commencing work shall receive not less than four (4) hours' pay.

6.600 Rest Breaks

6.601 Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, 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. Refer also to Article 6.702.

6.602 Notwithstanding Article 6.601, 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. The Parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been so advised prior to the completion of the previous days' shift.

6.603 Rest breaks shall be taken at a location determined by mutual agreement between the Employer and the Union.

6.700 Meal Breaks**6.701 Regularly Scheduled Shifts of Ten (10) Hours or Less**

One (1) meal break of one-half ($\frac{1}{2}$) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

6.702 Shifts in Excess of Ten (10) Hours

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to Appendix "F" for details.

ARTICLE 7.000 - TRAVEL ALLOWANCES AND OUT-OF-TOWN PROJECTS

7.100 Local Resident Employee

Refer to Appendix "A" for definition of both Local Resident Employee and Lower Mainland/Fraser Valley.

7.101 No daily travel allowance shall be payable to any local resident employee on any project located inside the Lower Mainland/Fraser Valley.

7.102 (a) A daily travel allowance shall be paid to any local resident employee who uses his/her own vehicle to travel daily from his/her residence to a project located outside of the Lower Mainland/Fraser Valley.

(b) Such allowance shall be payable in accordance with the following schedule.

First forty (40) road kilometres, each way, each day	not applicable
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All additional road kilometres, each way, each day	pursuant to Appendix "C"
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7.200 Non Local Resident Employee

This Article does not apply to Local Resident Employees. Refer to Appendix "A" for definition.

7.201 The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis.

7.202 Such terms shall:

(a) be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel, and

(b) remain as originally agreed upon unless/until otherwise changed by mutual agreement, in writing, and

(c) be consistent with the following principles:

(i) A non local resident employee shall not incur any out of pocket cost in the process of travelling to an out-of-town project at the beginning of his/her employment on such project, and from an out-of-town project at the conclusion of his/her employment on such project.

(ii) The Employer shall supply a non local resident employee with an "employer supplied room plus daily meal allowance" while such employee is employed on an out-of-town project. The employer

supplied room shall be of an acceptable standard. Notwithstanding the foregoing, the Employer may, as an alternative, pay a daily "living out allowance" to such employee in lieu of "employer supplied room plus daily meal allowance" with the mutual agreement of such employee.

7.300 Transportation of Employer Material and Equipment

This Article does not apply to work performed outside the Lower Mainland/Fraser Valley. Refer to Appendix "A" for definition.

7.301 Personal Motor Vehicle

- (a) No employee shall be permitted to use his/her personal motor vehicle in a manner which is unfair to other employees and/or contrary to the best interests of the Union. Nor shall it be deemed a violation of this Agreement if an employee refuses to use his/her personal motor vehicle to transport material and/or equipment belonging to the Employer.
- (b) No employee shall be permitted to use his/her own personal motor vehicle for company business without the prior authorization of the Employer.

7.302 Transportation Expense

- (a) An employee shall make a claim for all transportation expenses on each regular time card and such expenses shall be paid for by the Employer with the employee's regular pay.
- (b) The Employer shall reimburse an employee for any bridge tolls which are incurred during a work shift.
- (c) The Employer shall reimburse an employee for any parking fees which are incurred during a work shift on any project(s) where free parking was not available.

7.303 Transportation Allowance

An employee using his/her own personal motor vehicle to transport material and/or equipment belonging to the Employer shall be entitled to receive the following transportation allowances.

- (a) Eighteen dollars (\$18.00) for each shift when transporting such material and/or equipment to attend a project, plus an additional seven dollars and fifty cents (\$7.50) per project, to a maximum of thirty-three dollars (\$33.00) per day, when transporting such material and/or equipment to more than one (1) project in any shift.
- (b) The foregoing allowances shall also apply to an employee(s) who is assigned to repair/adjustment type work and/or to small projects.

- (c) The Employer shall not be required to pay a transportation allowance to an employee who does not report to the Employer's place of business and is dispatched directly to a project and is not required to move during a shift.

The reference to material and/or equipment belonging to the Employer as used within Article 7.300 shall not include tools and/or equipment normally assigned to an employee such as a tile cutter, roller, hand edger and small power tools.

ARTICLE 8.000 - HIRING AND MOBILITY OF WORKFORCE

The interpretation and application of these provisions shall be consistently applied by the Union throughout the province. Past practice shall be superceded by the terms of this Agreement unless otherwise mutually agreed, in writing, by the Union and the Employer.

8.100 Hiring

- 8.101** The Union shall assist the Employer in supplying qualified prospective employees. Without restricting/limiting the foregoing, the Union shall, in particular, assist in supplying local resident employees when requested to do so by the Employer.
- 8.102** The Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work.
- 8.103** (a) There shall be no restrictions/limitations on the Employer's right to hire an employee(s), if such employee(s) is/are a Union member at time of hire. For example, the Employer shall retain the option to directly hire a Union member(s), and/or to obtain a Union member(s) from another signatory Employer, and/or to direct the Union to dispatch a Union member(s), either via "name request" or "general request", with such dispatch to be processed in accordance with Article 8.104.
- (b) Notwithstanding Article 8.103 (a), if the Employer is unable to hire a Union member(s) to perform the available work, the Employer may hire an individual who is not a Union member in accordance with Article 8.104. Refer also to Article 4.301 (b) (iii).
- 8.104** (a) The Employer shall advise the Union, in writing, with respect to the project details (e.g. location, compensation, etc.), and the number and classification of employees required. The Union shall then have forty-eight (48) hours in which to dispatch the requested employee(s) to the Employer. Refer also to Article 8.400.
- (b) In the event the Union is unable to dispatch the requested employees to the Employer in accordance with Article 8.104 (a), the Employer may hire an individual(s) who is not a Union member.
- (c) Notwithstanding Article 8.104 (b), whenever the Employer hires an individual who is not a Union member, the Employer shall provide the Union, in writing,

with the name and contact information for such individual within four (4) working days of hire, and such individual shall make application to become a Union member within seven (7) working days of hire. All terms and conditions of this Agreement shall otherwise apply from date of hire.

- 8.105** In the event an employee ceases to be a member in good standing of the Union, the Employer shall terminate the employment of such employee upon receiving written confirmation and direction to do so from the Union.

8.200 Mobility

There shall be no restrictions/limitations on the Employer's right to transfer an employee(s) from one (1) project to another throughout the province. Notwithstanding the foregoing, when a non local resident employee(s) is transferred between two (2) out-of-town projects the following standard shall apply.

- > Initial travel allowance shall be paid to the non local resident employee from his/her point of dispatch to the first project in accordance with Article 7.200, and
- > The effective "per road kilometre" travel allowance rate pursuant to Appendix "C" shall be paid to the non local resident employee for all road kilometres travelled, one (1) way, from the first project to the second project, and
- > Terminal travel allowance shall be paid to the non local resident employee from the second project back to his/her point of dispatch in accordance with Article 7.200.

8.300 Dispatch Paperwork

Any employee hired and/or transferred in accordance with Articles 8.100 and 8.200 shall be deemed to have been properly dispatched by the Union and the Union shall ensure that the appropriate dispatch paperwork is supplied to the Employer in a timely manner.

8.400 Differentiation of Employee Classifications

Notwithstanding any/all contrary provisions of this Agreement, the Union shall not make any attempt to dispatch an employee of a different employee classification (i.e. Foreman, Certified Journeyman, Uncertified Floorlayer, Apprentice, Semi Skilled Floorlayer, and/or Material Handler) than was requested by the Employer. In particular, the Union shall not make any attempt to restrict/limit or deny the Employer from hiring the maximum ratio of Apprentices permitted in accordance with Article 4.407 (b).

8.500 Reduction in Project Crew

- 8.501** The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.
- 8.502** When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards.

8.600 Rehiring of Injured Employees

The Employer shall give preference of re-employment to an injured employee when such employee is able to return to work, provided sufficient work is available.

8.700 Out of Town Projects

The following terms and conditions shall supercede any/all contrary provisions of this Agreement with respect to the hiring and employment of a non-member employee(s) on an out of town project.

8.701 An "out of town project" shall be defined as any project on which it would not be practical for the Employer's regular complement of employees to travel between the project and their personal residence on a daily basis. Such definition shall be applicable to Article 8.700 only unless otherwise agreed by the Parties.

For Employers located inside the Lower Mainland/Fraser Valley, the foregoing means that the vast majority of projects located outside the Lower Mainland/Fraser Valley would be defined as an out of town project.

8.702 When working on an out of town project, the Employer may, at its sole discretion, elect to directly employ any individual(s) who is/are not a Union member on a "permit" basis in accordance with the following terms and conditions. Such terms and conditions shall supercede all contrary provisions of this Agreement. The foregoing shall not otherwise restrict/limit the Employer's right to subcontract work on an out of town project in accordance with Article 3.300.

(a) Wage Rate

The applicable hourly wage rate for a non-member employee on the project shall be established by mutual agreement between the Employer and each individual non-member employee.

(b) Holiday Pay

Eight percent (8%) combined annual vacation and statutory holiday pay shall be paid to a non-member employee pursuant to this Agreement.

(c) Contributions

No Employer contribution to the Floorlayers Industry Welfare Trust, nor the Floorlayers Industry Pension Plan, shall be required on behalf of a non-member employee. However, all other Employer Contributions (i.e. CAF, SBCFE, CIRP, JAPlan, BCBCBTU and D&A Policy) shall be required pursuant to this Agreement.

(d) Deductions

All employee deductions (i.e. Union Dues and Administration, and Union Training Fund) shall be required on behalf of a non-member employee.

(e) Membership

A non-member employee shall not be required to become a Union member as a condition of continued employment on the project.

(f) Other

All provisions of this Agreement not otherwise superceded by Article 8.700 shall apply to the employment of a non-member employee on the project.

ARTICLE 9.000 - JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

9.101 The Union shall notify the Employer of the appointment of all Job Stewards.

9.102 Job Stewards shall be recognized on all projects and shall not be discriminated against.

9.103 The Employer shall provide a Job Steward with sufficient time to carry out his/her duties.

9.104 Refer also to Article 8.502 regarding preference for continued employment of Job Stewards.

9.200 Union Representatives

Union Representatives shall have access to an Employer's place of business (i.e. shop) and/or any/all projects governed by this Agreement, after first notifying the Employer, however in no way shall such Representative(s) interfere with employees during working hours unless permission is granted.

9.300 Leaves of Absence

9.301 The Employer shall grant a non-paid leave of absence to an employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the employee's continued employment.

9.302 The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of

the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

ARTICLE 10.000 - HEALTH AND SAFETY

10.100 Safety Equipment

- 10.101 (a)** The Employer shall supply to employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (i.e. CSA approved hard hat, CSA approved footwear, clothing needed for protection against the natural elements, etc.).
- (b)** The Employer may deduct the cost of Employer supplied safety equipment from an employee's pay cheque if such equipment is not returned.
- 10.102** All equipment, tools, and materials shall conform and be utilized in conformity with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

10.200 Accident Prevention Regulations

- 10.201** 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.
- 10.202 (a)** Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for dismissal.
- (b)** Employees shall abide by any/all project site rules at all times. Failure to do so may be sufficient cause for discipline up to and including dismissal.
- 10.203** Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

10.300 Project Inspections

The Job Steward, or where there is a safety committee a Union representative of such committee, shall accompany the WSBC inspector on all project inspections.

10.400 Injured or Sick Employees

- 10.401 (a)** The Employer shall cover all transportation costs not otherwise covered by the WSBC for any employee who is injured on an out-of-town project and subsequently requires transportation to either his/her point of dispatch or back to the project. The foregoing shall also apply for any employee who becomes ill or is injured in an accident not covered by WCB, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.
- (b)** Notwithstanding Article 10.401 (a), the employee shall contact the Employer prior to returning to his/her point of dispatch in order to coordinate the timing, mode and related details of transportation. More specifically, the Employer shall not be responsible for transportation costs unless such contact occurred.
- 10.402** 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.
- 10.403** Refer also to Article 8.600.

ARTICLE 11.000 - WORKING CONDITIONS

11.100 Harassment and Discrimination

Employees shall have the right to work in an environment free from harassment. In addition, discrimination under the prohibited grounds of the BC Human Rights Code shall not be tolerated within the open and inclusive craft building trades construction industry.

11.200 Project Facilities**11.201 Toilets**

The Employer shall ensure that employees have access to a chemical or flush toilet on all projects.

11.202 Drinking Water

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

11.203 Telephone Access

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal

cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

11.204 Clean Up Facilities

The Employer shall provide clean up facilities, hand cleaner and paper towels.

11.300 Tools and Equipment

11.301 Employer Supplied Tools and Equipment

- (a)** The Employer shall supply any/all tools and/or equipment other than the ordinary tools and/or equipment of a floorlayer. Such Employer supplied tools and/or equipment shall include all power tools, power stretchers, power staplers, seaming irons and attachments, tile cutters, and rollers. No employee shall be required to supply these tools, nor shall it be a condition of employment. All specialty knife blades shall also be supplied by the Employer to any employee who is engaged in the installation of any floor covering material(s) that contain abrasive substances (i.e. Altro-Floor).
- (b)** Notwithstanding Article 11.301 (a), in the event an employee regularly supplies any/all of the tools and/or equipment provided for within such Article, the Employer shall be responsible for the cost of any/all repairs to such employee supplied tools and/or equipment, providing however, that such employee has been employed by the Employer for a reasonable period of time, and that the damage to the particular tools and/or equipment was not the direct result of work performed by the employee outside of the employ of the Employer.
- (c)** The Employer shall provide adequate equipment or sufficient manpower to handle heavy or bulky materials on all projects.
- (d)** All employees shall be responsible to return Employer supplied tools and/or equipment issued to them, subject to conditions outlined herein.

11.302 Employee Supplied Tools and/or Equipment

(a) Carpet and Resilient - Basic

The following tools and/or equipment shall be provided by all Journeypersons who install carpet and/or resilient floor covering materials.

adhesive trowels	four-wheeled cart	propane torch or electric heat gun
allan keys	framing square and small square	push broom
aviation snips	hack saw	putty knives (assorted)
awl	handheld floor scraper	screwdrivers (assorted)
caulk gun (large and small)	measuring tape	staple lifter
chalk line	mitre box	straightedge (2 metre)
claw hammer	moulding lifter	tool box
dust brush	nail set	utility knife
extension cord	pencils	white rubber mallet
files (flat and triangular)	pliers	wrenches (adjustable)
finishing trowel (patching)		

(b) Carpet - Additional

The following tools and/or equipment shall be provided by all Journeypersons who install carpet. Such tools and/or equipment are in addition to the tools and/or equipment listed in Article 11.302 (a).

carpet tucker	loop pile cutter	stair tool
cushion back cutter	napping shears	tack hammer or magnetic tack holder
hammer stapler	row finder	tack strip cutter
knee kicker	seam weight	tractors (smooth and star)
knives (assorted)	sewing needles	

(c) Resilient - Additional

The following tools and/or equipment shall be provided by all Journeypersons who install resilient floor covering materials. Such tools and/or equipment are in addition to the tools and/or equipment listed in Article 11.302 (a).

bar scribe	knives (assorted)	recess scribe
corner scribe	lamine hand roller	seam roller
divider		

(d) Hardwood - Basic

The following tools and/or equipment shall be provided by all Journeypersons who install hardwood floor covering material.

INSTALLER AND SANDER

block plane
broom
caulking gun (large and small)
drill bits
dust pan
front end clippers
hammer
hand saw
mitre box
nail puller
nail set (3 sizes)
pencils
pliers
pry bar - flat bar
putty knife
screwdrivers (assorted)
tape measure
utility knife
wood chisels
wrenches (adjustable)

INSTALLER ONLY

bevel square
chalk line
combination square
extension cords (25' and 50')
file (triangular)
finisher trowel (patching)
framing square and small square
handheld floor scraper
large slotted screw driver
pencil scribe

SANDER ONLY

file (#6 or #8 bastard)
filler trowel
pull scraper

11.400 Insurance

An employee shall submit an inventory of his/her tools and working apparel on the project to the Employer upon request, and the Employer shall replace an employee's tools and working apparel if such tools and/or working apparel are lost due to fire, burglary, or as a result of working over water or such other areas where tools cannot be retrieved.

11.500 Responsibility for Damage

No employee, except in the case of willful damage, shall be responsible for any damage or replacement of property occurring while performing work on behalf of the Employer.

11.600 Company Service Vans/Trucks

Employers are encouraged to voluntarily display an eight inch (8") Floorlayers' Union Local 1541 (UBCJA) decal on all company service vans/trucks.

ARTICLE 12.000 - JOINT LABOUR/MANAGEMENT INITIATIVES

12.100 Joint Labour/Management Committee

- 12.101** The Union and CLR shall schedule a Joint Labour/Management Committee meeting on a semi-annual basis, or more frequently by mutual agreement.
- 12.102** The location of the meeting shall alternate between the Union's and CLR's head offices.
- 12.103** The Union shall be represented by a cross section of its officers, training representatives and other invited persons. CLR shall be responsible for inviting and encouraging all signatory employers to attend.
- 12.104** The purpose of such meetings shall be to discuss the administration and enforcement of this Agreement, as well as matters related to training, promotion, and mutually beneficial initiatives.
- 12.105** Such meetings shall also be utilized to review existing policies and practices, with a view to ensuring that this Agreement operates in a fair and equitable manner for all Parties signatory thereto.
- 12.106** All decisions of the Joint Labour/ Management Committee which would impact the content, governance and/or application of this Agreement shall require the mutual agreement, in writing, of the Union and CLR.

12.200 UBCJA International INSTALL Program

The following is provided for information purposes only.

- 12.201** The UBCJA's International INSTALL Joint Labor/Management Committee (the

“Committee”) has established an INSTALL certification program (the “Program”).

12.202 Participation in the Program is strictly voluntary for Employers.

12.203 In order to be INSTALL certified, an employee(s) must complete a skill advancement class, flooring manufacturer’s certification, and safety classes once every two (2) years, or maintain further training and certification requirement as determined from time to time by the Committee.

12.204 Apprentices shall be INSTALL certified upon completion of their apprenticeship.

12.205 In order to become and remain INSTALL certified, an Employer(s) shall be in good standing with the Union. This requires proper payment of wages and monthly remittances (i.e. Employer contributions and employee deductions, etc.), and adhering to all requirements in respect of INSTALL insurance and bonding.

12.206 In addition, in order to become and remain INSTALL certified, an Employer(s) shall ensure that one hundred percent (100%) of its eligible employees are, and remain, INSTALL certified.

12.300 Floor Covering Joint Conference Society (FCJCS)

A Floor Covering Joint Conference Society (FCJCS) may be established and maintained. The operation and administration of the FCJCS shall be governed by its Constitution and Bylaws. Notwithstanding the foregoing, in the event of an inconsistency the terms of this Agreement shall supercede the terms of the FCJCS Constitution and Bylaws with respect to the application of such terms to the Employers signatory hereto.

12.400 Productivity

12.201 In the interest of preserving and expanding employment opportunities, the Parties recognize that both have a mutual obligation to consider steps to maintain a standard of productivity in order that the Floor Covering industry can pay the monetary package established in this Agreement.

12.202 To further this objective, the Parties may set up a committee consisting of labour and management representatives to make recommendations for the improvement of productivity, including but not being limited to, seminars, product clinics, and/or classes of new installation procedures.

ARTICLE 13.000 - ENABLING PROVISIONS

13.100 Process

13.101 The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. Notwithstanding

the foregoing, it shall be a violation of this Agreement for the Parties to agree to the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR (i.e. Rehabilitation Fund) or individual dues to umbrella organizations, without the specific prior written consent of the BCBCBTU and CLR.

13.102 Article 13.000 is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, unless otherwise mutually agreed to in writing by the Union and CLR, 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. Refer to Article 13.103 for further details and examples.

13.103 The following example is offered to clarify the intent of Article 13.102. It is not meant to be inclusive of every possible situation, but merely to illustrate potential circumstances which could ultimately arise.

- > If the Union provides competitive relief (e.g. reduction of rates, relaxation of crewing ratio restrictions, suspension of premiums, broadening of start time flexibility, mobility of members, etc.), but makes such relief contingent upon the Employer purchasing material from a Union signatory supplier, and/or waiving their right to utilize existing name request and/or recall provisions, then such contingency shall not be enforceable.

13.200 Participation

13.201 In recognition of the close working relationship on projects between the Union and other 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. Notwithstanding the foregoing, the Parties also acknowledge the individual autonomy of the Union and agree that nothing herein shall be interpreted as an agreement to limit that autonomy in any way.

13.202 Unless otherwise mutually agreed to in writing by the Parties, the Union shall not decline to participate in good faith in the process contemplated by Article 13.000 of this Agreement. The Parties expressly agree that the Union would be in violation of the foregoing if the Union were to decline an Employer's enabling request pursuant to either a formal or informal (i.e. blanket) policy of refusal. Individual union members shall retain the right to refuse a dispatch to an enabled project, but the Union shall not encourage or otherwise counsel its members to do so.

ARTICLE 14.000 - GRIEVANCE PROCEDURE

14.100 Definition

14.101 (a) A grievance shall be defined as any "difference" between the Parties to this

Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

(b) The party initiating a grievance shall be referred to herein as the aggrieved party. The other party to a grievance shall be referred to as the responding party.

14.102 The two (2) Parties to any formal grievance shall be the two (2) Parties signatory to this Agreement, namely the Union and CLR (acting on its own behalf and/or on behalf of its respective signatory member Employer(s)). The Parties expressly agree that an individual local(s) of the Union does not have the right to initiate a formal grievance unless/until such grievance has been duly authorized in accordance with the Union's prevailing policy(s), where such prevailing policy(s) exist. Likewise, the Parties expressly agree that an individual Employer does not have the right to unilaterally initiate or defend a formal grievance on its own behalf without the prior written authorization of CLR.

14.200 Time Limits

14.201 In order to initiate a formal grievance, the aggrieved party must provide written notification to the responding party within thirty (30) calendar days of the date on which the underlying "difference" is alleged to have occurred. Such notification shall include all relevant particulars of the formal grievance and all relevant and reliance documentation. The parties expressly agree that a formal grievance shall not be deemed to have been initiated unless/until the responding party has actually received a copy of the required written notification from the aggrieved party. All time limits shall be strictly enforced.

14.202 Notwithstanding Article 14.201, in the event of an alleged error on a pay cheque, such "difference" shall be deemed to have occurred on the date the pay cheque stub was received by the aggrieved employee(s). Likewise, in the event of an alleged error on the Employer's monthly remittance report, such "difference" shall be deemed to have occurred on the date the remittance report was received by the Union.

14.300 Step 1 (Informal Resolution)

Once a formal grievance has been initiated, the parties shall make a concerted good faith effort to work out a mutually agreeable resolution. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, the aggrieved party shall be deemed to have abandoned the formal grievance in the event notice of referral to the Arbitrator (in accordance with Article 14.400) has not been received by the responding party within sixty (60) calendar days of the date on which the underlying "difference" is alleged to have occurred. Refer to Article 14.202 for clarification on the interpretation of "occurred".

14.400 Step 2 (Formal Resolution)

All references within Articles 14.300 and 14.400 to "the Arbitrator", shall be interpreted to mean Mr. Stan Lanyon, Mr. Vince Ready, or a mutually agreeable replacement.

The parties expressly agree that the Step 2 is an integral component of the Grievance Procedure in accordance with this Agreement.

If the parties are unable to work out a mutually agreeable resolution in accordance with Article 14.300, either party may refer the formal grievance to the Arbitrator for final and conclusive determination as follows. Notice of such referral shall be provided, in writing, to both the responding party and the Arbitrator.

14.401 The Arbitrator shall meet with the parties and shall attempt to facilitate a mutually agreeable resolution.

14.402 (a) In the event the Arbitrator is unable to facilitate a mutually agreeable resolution in accordance with Article 14.401, each party shall be required to submit a proposed determination/award, in writing, to the Arbitrator. The Arbitrator shall determine his own procedure, including timing, for such submissions. Upon receipt of both proposed determinations/awards, the Arbitrator shall provide a copy to each party.

(b) The Arbitrator shall consider the relative merits of each of the proposed determinations/awards, and shall select one (1) of the proposed determinations/awards in its entirety, and may not impose any alternative and/or modified determination/award without the prior mutual agreement of the parties.

(c) The Arbitrator shall provide a summary of the reasons for his decision within his award.

14.403 Notwithstanding any/all contrary provisions of Article 14.000, the Arbitrator shall have and may exercise all powers of a mediator/arbitrator pursuant to the Labour Relations Code.

14.404 Notwithstanding any/all contrary provisions of Article 14.000, the parties may mutually agree, in writing, to any other grievance resolution procedure which they agree is appropriate under the circumstances.

14.500 Expenses

Each party shall be responsible for one hundred percent (100%) of any/all "party specific" costs, and fifty percent (50%) of any/all "joint" costs, which may be incurred during the informal and formal grievance resolution process.

ARTICLE 15.000 - SAVINGS CLAUSE

- 15.100** 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.
- 15.200** 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 either Party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.
- 15.300** 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 14.000.

SIGNATURE OF PARTIESDated this 14th day of February, 2018.Dated this 14th day of February, 2018.

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations
Association of BC

Floorlayers' Union Local 1541 (UBCJA)

*Clyde Scollan**Derrek Autzen**Eric Akelaitis**Hamish Stewart*

**SCHEDULE "A1.1" - RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective May 22, 2016

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Employer Contributions							Total Package
				Welfare Trust	Pension Plan	CAF	SBCFE	CIRP	JAPlan	BCBCBTU	
Journeyman											
> Foreman (FM)	115%	35.22	2.818	2.24	4.35	0.11	0.05	0.02	0.01	0.01	44.828
> Certified (CJP)	100%	30.63	2.450	2.24	4.35	0.11	0.05	0.02	0.01	0.01	39.870
> Uncertified Floorlayer (UCF)	90%	27.57	2.206	2.24	4.35	0.11	0.05	0.02	0.01	0.01	36.566
Apprentice or Semi Skilled Floorlayer (SSF)											
> 7 th Term or Level 7	90%	27.57	2.206	2.24	2.25	0.11	0.05	0.02	0.01	0.01	34.466
> 6 th Term or Level 6	85%	26.04	2.083	2.24	2.25	0.11	0.05	0.02	0.01	0.01	32.813
> 5 th Term or Level 5	80%	24.50	1.960	2.24	2.25	0.11	0.05	0.02	0.01	0.01	31.150
> 4 th Term or Level 4	70%	21.44	1.715	2.24	2.25	0.11	0.05	0.02	0.01	0.01	27.845
> 3 rd Term or Level 3	65%	19.91	1.593	2.24	2.25	0.11	0.05	0.02	0.01	0.01	26.193
> 2 nd Term or Level 2	55%	16.85	1.348	2.24	2.25	0.11	0.05	0.02	0.01	0.01	22.888
> 1 st Term or Level 1	50%	15.32	1.226	2.24	2.25	0.11	0.05	0.02	0.01	0.01	21.236
Material Handler (MH)	45%	13.78	1.102	2.24	n/a	0.11	0.05	0.02	0.01	0.01	17.322

**SCHEDULE "A1.2" - RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective January 01, 2017

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Employer Contributions							Total Package
				Welfare Trust	Pension Plan	CAF	SBCFE	CIRP	JAPlan	BCBCBTU	
Journeyman											
> Foreman (FM)	115%	35.22	2.818	2.24	4.35	0.11	0.05	0.02	0.01	0.01	44.828
> Certified (CJP)	100%	30.63	2.450	2.24	4.35	0.11	0.05	0.02	0.01	0.01	39.870
> Uncertified Floorlayer (UCF)	90%	27.57	2.206	2.24	4.35	0.11	0.05	0.02	0.01	0.01	36.566
Apprentice or Semi Skilled Floorlayer (SSF)											
> 7 th Term or Level 7	90%	27.57	2.206	2.24	2.25	0.11	0.05	0.02	0.01	0.01	34.466
> 6 th Term or Level 6	85%	26.04	2.083	2.24	2.25	0.11	0.05	0.02	0.01	0.01	32.813
> 5 th Term or Level 5	80%	24.50	1.960	2.24	2.25	0.11	0.05	0.02	0.01	0.01	31.150
> 4 th Term or Level 4	70%	21.44	1.715	2.24	2.25	0.11	0.05	0.02	0.01	0.01	27.845
> 3 rd Term or Level 3	65%	19.91	1.593	2.24	2.25	0.11	0.05	0.02	0.01	0.01	26.193
> 2 nd Term or Level 2	55%	16.85	1.348	2.24	2.25	0.11	0.05	0.02	0.01	0.01	22.888
> 1 st Term or Level 1	50%	15.32	1.226	2.24	2.25	0.11	0.05	0.02	0.01	0.01	21.236
Material Handler (MH)	45%	13.78	1.102	2.24	n/a	0.11	0.05	0.02	0.01	0.01	17.322

**SCHEDULE "A1.3" - RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective May 01, 2017

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Welfare Trust	Pension Plan	Employer Contributions					D&A Policy	Total Package
						CAF	SBCFE	CIRP	JAPlan	BCBCBTU		
Journeyman												
> Foreman (FM)	115%	35.59	2.847	2.24	4.35	0.13	0.05	0.02	0.01	0.01	n/a	45.247
> Certified (CJP)	100%	30.95	2.476	2.24	4.35	0.13	0.05	0.02	0.01	0.01	n/a	40.236
> Uncertified Floorlayer (UCF)	90%	27.86	2.229	2.24	4.35	0.13	0.05	0.02	0.01	0.01	n/a	36.899
Apprentice or Semi Skilled Floorlayer (SSF)												
> 7 th Term or Level 7	90%	27.86	2.229	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	34.799
> 6 th Term or Level 6	85%	26.31	2.105	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	33.125
> 5 th Term or Level 5	80%	24.76	1.981	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	31.451
> 4 th Term or Level 4	70%	21.67	1.734	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	28.114
> 3 rd Term or Level 3	65%	20.12	1.610	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	26.440
> 2 nd Term or Level 2	55%	17.02	1.362	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	23.092
> 1 st Term or Level 1	50%	15.48	1.238	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	21.428
Material Handler (MH)	45%	13.93	1.114	2.24	n/a	0.13	0.05	0.02	0.01	0.01	n/a	17.504

**SCHEDULE "A1.4" - RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective November 26, 2017 - REVISED

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Welfare Trust	Pension Plan	Employer Contributions						Total Package
						CAF	SBCFE	CIRP	JAPlan	BCBCBTU	D&A Policy	
Journeyman												
> Foreman (FM)	115%	35.59	2.847	2.24	4.35	0.13	0.01	0.02	0.01	0.05	0.01	45.257
> Certified (CJP)	100%	30.95	2.476	2.24	4.35	0.13	0.01	0.02	0.01	0.05	0.01	40.246
> Uncertified Floorlayer (UCF)	90%	27.86	2.229	2.24	4.35	0.13	0.01	0.02	0.01	0.05	0.01	36.909
Apprentice or Semi Skilled Floorlayer (SSF)												
> 7 th Term or Level 7	90%	27.86	2.229	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	34.809
> 6 th Term or Level 6	85%	26.31	2.105	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	33.135
> 5 th Term or Level 5	80%	24.76	1.981	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	31.461
> 4 th Term or Level 4	70%	21.67	1.734	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	28.124
> 3 rd Term or Level 3	65%	20.12	1.610	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	26.450
> 2 nd Term or Level 2	55%	17.02	1.362	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	23.102
> 1 st Term or Level 1	50%	15.48	1.238	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	21.438
Material Handler (MH)	45%	13.93	1.114	2.24	n/a	0.13	0.01	0.02	0.01	0.05	0.01	17.514

**SCHEDULE "B1.1" - RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective May 22, 2016

	Employee Classifications										
	FM	CJP	UCF	7	6	5	4	3	2	1	MH
* Employer Contributions (Hourly):											
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	n/a
CAF (Contract Administration Fund)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
SBCFE (Society of BC Floorcovering Employers)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions (Hourly)	6.79	6.79	6.79	4.69	4.69	4.69	4.69	4.69	4.69	4.69	2.44
* Employee Deductions (Hourly):											
Union Dues and Administration	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions (Hourly)	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17
* Total Hourly Remittance	7.96	7.96	7.96	5.86	5.86	5.86	5.86	5.86	5.86	5.86	3.61

* All Employer contributions and employee deductions shall be calculated on the basis of hours worked.

**SCHEDULE "B1.2" - RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective January 01, 2017

	Employee Classifications										
	FM	CJP	UCF	7	6	5	4	3	2	1	MH
* Employer Contributions (Hourly):											
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	n/a
CAF (Contract Administration Fund)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
SBCFE (Society of BC Floorcovering Employers)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions (Hourly)	6.79	6.79	6.79	4.69	4.69	4.69	4.69	4.69	4.69	4.69	2.44
* Employee Deductions (Hourly):											
Union Dues and Administration	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions (Hourly)	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37
* Total Hourly Remittance	8.16	8.16	8.16	6.06	6.06	6.06	6.06	6.06	6.06	6.06	3.81

* All Employer contributions and employee deductions shall be calculated on the basis of hours worked.

**SCHEDULE "B1.3" - RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective May 01, 2017

	Employee Classifications										
	FM	CJP	UCF	7	6	5	4	3	2	1	MH
* Employer Contributions (Hourly):											
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	n/a
CAF (Contract Administration Fund)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
SBCFE (Society of BC Floorcovering Employers)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
D&A Policy	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
* Total Employer Contributions (Hourly)	6.81	6.81	6.81	4.71	4.71	4.71	4.71	4.71	4.71	4.71	2.46
* Employee Deductions (Hourly):											
Union Dues and Administration	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions (Hourly)	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37
* Total Hourly Remittance	8.18	8.18	8.18	6.08	6.08	6.08	6.08	6.08	6.08	6.08	3.83
† Employee Deductions (Monthly):											
† Monthly Dues (Lump Sum)	25.00	25.00	25.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00

* All Employer contributions and employee deductions shall be calculated on the basis of hours worked.

† The Employer shall deduct the required lump sum monthly dues from the first pay cheque issued to each employee every month.

**SCHEDULE "B1.4" - RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective November 26, 2017 - REVISED

	Employee Classifications										
	FM	CJP	UCF	7	6	5	4	3	2	1	MH
* Employer Contributions (Hourly):											
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	n/a
CAF (Contract Administration Fund)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
SBCFE (Society of BC Floorcovering Employers)	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions (Hourly)	6.82	6.82	6.82	4.72	4.72	4.72	4.72	4.72	4.72	4.72	2.47
* Employee Deductions (Hourly):											
Union Dues and Administration	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions (Hourly)	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37
* Total Hourly Remittance	8.19	8.19	8.19	6.09	6.09	6.09	6.09	6.09	6.09	6.09	3.84
† Employee Deductions (Monthly):											
† Monthly Dues (Lump Sum)	25.00	25.00	25.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00

* All Employer contributions and employee deductions shall be calculated on the basis of hours worked.

† The Employer shall deduct the required lump sum monthly dues from the first pay cheque issued to each employee every month.

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- A.** The Industrial Addendum (the "Addendum") shall apply only with respect to the work jurisdiction of the floorlayer on an industrial construction project(s).
- B.** The corresponding Articles of the Agreement shall be superceded by the following terms and conditions. As a result, all Articles of the Agreement which are not specifically superceded within the Addendum shall also be applicable on an industrial construction project(s). Notwithstanding the foregoing, all references within the Agreement to all Schedules "A1" and/or all Schedules "B1" shall be changed to all Schedules "A2" and/or all Schedules "B2" respectively with respect to work performed on an industrial construction project(s).

4.200 Hourly Compensation**4.202 Annual Increases (Industrial Projects)**

Notwithstanding Article 4.201, the following annual increases to the Certified Journeyman monetary package (inclusive of wages, plus annual vacation and statutory holiday pay, plus Employer contributions) shall apply over the duration of this Agreement. The monetary package for all other employee classifications shall be recalculated accordingly.

- > Effective May 01, 2017 \$0.50 per hour
(as reflected within Schedules "A1.3", "A1.4", "B1.3" and "B1.4")
- > Effective May 01, 2018 \$0.50 per hour
(distribution of increase within monetary package to be decided)
- > Effective April 01, 2019 wage re-opener
(wage re-opener pursuant to item A.20. of the Trade Level Memorandum of Agreement signed by the Parties on May 05, 2016.)

4.300 Alternatives to Hourly Compensation

Not applicable.

4.500 Annual Vacation and Statutory Holidays**4.501 Vacation Pay and Statutory Holiday Pay**

Annual vacation pay and statutory holiday pay shall be combined at the total rate of twelve percent (12%) of gross earnings, and shall be paid to each employee on each pay cheque and upon termination of employment.

4.600 Employer Contributions

The schedules of Employer contributions as provided for within all Schedules "B2" shall apply to all work performed in accordance with the Addendum. All Employer contributions shall be

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calculated on the basis of hours earned.

4.700 Employee Deductions

The Employer shall deduct Union dues in such amount(s) as the Union directs and shall forward such deductions in the manner set forth in Article 5.000. The Union may alter the deduction amount by providing the Employer with sixty (60) calendar days' written notice. All employee deductions shall be calculated on the basis of hours earned.

6.200 Overtime Hours

6.202 Not applicable.

6.203 All other overtime hours, including all hours worked on Saturdays, Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.300 Compressed Work Week**6.302 Overtime**

Overtime work shall be voluntary and no employee shall be discriminated against for refusal to work overtime hours.

(a) 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.

(b) Not applicable.

(c) 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.

6.400 Shifts**6.402 Shift Premiums**

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

Day Shift No shift premium.

Afternoon Shift and Night Shift

A shift premium of six dollars (\$6.00) per hour worked shall be added to the otherwise applicable Certified Journeyman minimum hourly wage rate on any shift which commences at any time after 10:00 am but on or before 1:00 am. Such shift premium shall be the same amount regardless of whether it is paid on a straight time hour or an overtime hour and shall be recalculated accordingly for all other employee classifications pursuant to each respective corresponding wage rate percentage. Second and subsequent meal breaks shall not be considered as hours worked. Refer also to Article 6.203.

Overtime on afternoon and nights shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.

7.200 Non Local Resident Employee - Initial and Terminal Travel Allowance

This Article does not apply to Local Resident Employees. Refer to Appendix "A" for definition.

- 7.201 (a)** The Employer shall pay an initial and terminal travel allowance, pursuant to Appendix "C", to any non local resident who is directed or dispatched to an out-of-town project. Refer to Article 7.202 for further clarification and exceptions.
- (b)** Such allowance shall be payable each way, and the distance travelled shall be calculated using Google Maps from the city (or municipality, township, village, district, unincorporated settlement, etc.) in which the non local resident employee resides to/from the project, via the most direct route. Notwithstanding the foregoing, a non local resident employee shall not alter his/her residence of record with an intention to increase the travel allowance which would otherwise apply. In the event of a dispute, the Parties agree that a non local resident employee's home address on file with the Union office shall prevail and a PO Box shall not constitute a residence or home address.

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

(a) Ferry Fares

The Employer shall reimburse a non local resident employee, upon the submission of the appropriate receipts, for any/all ferry fares which are incurred in the course of initial and terminal travel. Such ferry fares shall be limited to one (1) standard length/height vehicle plus driver, each way. Tolls shall not be a reimbursable expense.

(b) Air Travel

Where a non local resident 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 shall pre-arrange the air travel to/from the airport nearest the non local resident employee's 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 a non local resident employee to fly "standby".
- (iii)** The non local resident 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 non local resident 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 non local resident 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 a non local resident 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 his/her 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 a non local resident employee voluntarily terminates his/her own employment after having been on the project for less than fifteen (15) calendar days, the Employer shall not be required to pay the non local resident employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the non local

resident employee's final pay cheque.

7.300 Non Local Resident Employee - Room and Board

This Article does not apply to Local Resident Employees. Refer to Appendix "A" for definition.

7.301 Each non local resident 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 non local resident employee's employment on such project. The choice of options shall be at the sole discretion of the non local resident employee, and the non local resident employee shall provide the Employer with written notice of their selection upon request. The Employer shall likewise provide a copy of the non local resident employee's written notice of selection to the Union upon request. Both options shall be payable on the basis of seven (7) days per week.

Option #1:

The Employer shall provide a non local resident employee with a daily lump sum Living Out Allowance (LOA) of \$135.00. Effective May 01, 2017 this amount shall be increased to \$140.00. Effective May 01, 2018 this amount shall be increased to \$145.00.

Option #2:

(a) The Employer shall provide a non local resident employee with a single room plus \$62.50 daily meal allowance. Effective May 01, 2018 this amount shall be increased to \$65.00.

(b) No daily travel time shall be paid to a non local resident employee who selects Option #2, however the following terms and conditions shall be applicable.

(i) If the Employer provided room is forty (40) road kilometres or less from the project, no daily travel allowance shall be paid.

(ii) If the Employer provided room is more than forty (40) road kilometres from the project, a daily travel allowance shall be paid, each way, to/from the forty (40) road kilometre boundary to the project, pursuant to the following schedule.

To/from the forty (40) road kilometre boundary,
each way, each day

not applicable

All additional road kilometres,
each way, each day

pursuant to Appendix "C"

- (iii) If the non local resident employee(s) requested to use air travel to the project in accordance with Article 7.202 (b), Employer supplied transportation shall be provided to the non local resident employee(s) to/from the project on a daily basis.
- (iv) If the non local resident employee(s) did not request to use air travel to the project in accordance with Article 7.202 (b), no Employer supplied transportation shall be provided to the non local resident employee(s) to/from the project on a daily basis, and the non local resident employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
- (v) Notwithstanding any/all contrary provisions of this Agreement, any non local resident 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).

7.302 If a non local resident employee resides more than seventy (70) kilometres from the project and such non local resident employee would otherwise be required to travel daily between the project and his/her residence between November 1st through April 30th annually, such non local resident employee may request the Employer to mutually agree to designate the project as a temporary out-of-town project. Notwithstanding the foregoing, a temporary out-of-town project designation may apply only during the period November 1st through April 30th.

- (a) The Employer shall consider each such request on its individual merits, and shall advise the non local resident employee whether or not their request has been mutually agreed to. Notwithstanding the foregoing, the Employer shall not unreasonably withhold mutual agreement if there is legitimate reason for concern regarding the safety of the non local resident employee due to inclement winter road conditions.
- (b) If the project is designated as a temporary out-of-town project, the non local resident employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.301, and shall no longer travel daily between the project and his/her residence.

7.400 Pre-Tender and Pre-Job Conferences

It is strongly recommended that the Employer reviews with the Union the intended application of all travel and accommodation provisions with respect to an out-of-town project in order to confirm that a common understanding exists. Such review and confirmation should take place prior to the commencement of work, or if possible, prior to the date of tender.

7.500 Periodic Leave and Compassionate Leave

7.501 (a) On out-of-town projects of over fifty (50) calendar days' duration, a periodic leave shall be made available to non local resident 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	\$ 175.00
501 km to 750 km	\$ 275.00
751 km to 1,000 km	\$ 375.00
over 1,000 km	\$ 475.00

The mileage shall be computed from the project to the non local resident 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 non local resident employee.

(b) The timing of such periodic leave shall be decided by mutual agreement. 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 non local resident 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 non local resident employee and Employer subject to the same qualifiers provided in the periodic leave.

7.504 (a) A non local resident employee who resides within the province of BC shall only receive leave if they return to the transportation terminal nearest their residence.

(b) A non local resident employee who does not reside within the province of BC shall only receive leave if they return to their point of dispatch within the province of BC.

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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.

7.600 Camp Projects**7.601 Accommodations**

- (a)** Camp accommodations, when supplied, shall meet the standards and requirements of the applicable Construction Camp Rules and Regulations Agreement by and between the BCBT and CLR. A non local resident employee may refuse to live in accommodations which do not meet such standards.
- (b)** Unless otherwise arranged at a pre-tender and/or pre-job conference, on projects where a camp is provided non local resident 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 non local resident employee.

7.602 Weekend Checkout

Any non local resident 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 non local resident employee twenty dollars (\$20.00) per day.

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

7.700 Marshalling Points

7.701 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.

7.702 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.

**SCHEDULE "A2.1" - INDUSTRIAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective May 22, 2016

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 12%	Employer Contributions							Total Package
				Welfare Trust	Pension Plan	CAF	SBCFE	CIRP	JAPlan	BCBCBTU	
Journeyman											
> Foreman (FM)	115%	44.71	5.365	2.24	4.35	0.11	0.05	0.02	0.01	0.01	56.865
> Certified (CJP)	100%	38.88	4.666	2.24	4.35	0.11	0.05	0.02	0.01	0.01	50.336
> Uncertified Floorlayer (UCF)	90%	34.99	4.199	2.24	4.35	0.11	0.05	0.02	0.01	0.01	45.979
Apprentice or Semi Skilled Floorlayer (SSF)											
> 7 th Term or Level 7	90%	34.99	4.199	2.24	2.25	0.11	0.05	0.02	0.01	0.01	43.879
> 6 th Term or Level 6	85%	33.05	3.966	2.24	2.25	0.11	0.05	0.02	0.01	0.01	41.706
> 5 th Term or Level 5	80%	31.10	3.732	2.24	2.25	0.11	0.05	0.02	0.01	0.01	39.522
> 4 th Term or Level 4	70%	27.22	3.266	2.24	2.25	0.11	0.05	0.02	0.01	0.01	35.176
> 3 rd Term or Level 3	65%	25.27	3.032	2.24	2.25	0.11	0.05	0.02	0.01	0.01	32.992
> 2 nd Term or Level 2	55%	21.38	2.566	2.24	2.25	0.11	0.05	0.02	0.01	0.01	28.636
> 1 st Term or Level 1	50%	19.44	2.333	2.24	2.25	0.11	0.05	0.02	0.01	0.01	26.463
Material Handler (MH)	45%	17.50	2.100	2.24	n/a	0.11	0.05	0.02	0.01	0.01	22.040

**SCHEDULE "A2.2" - INDUSTRIAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective January 01, 2017

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 12%	Employer Contributions							Total Package
				Welfare Trust	Pension Plan	CAF	SBCFE	CIRP	JAPlan	BCBCBTU	
Journeyman											
> Foreman (FM)	115%	44.71	5.365	2.24	4.35	0.11	0.05	0.02	0.01	0.01	56.865
> Certified (CJP)	100%	38.88	4.666	2.24	4.35	0.11	0.05	0.02	0.01	0.01	50.336
> Uncertified Floorlayer (UCF)	90%	34.99	4.199	2.24	4.35	0.11	0.05	0.02	0.01	0.01	45.979
Apprentice or Semi Skilled Floorlayer (SSF)											
> 7 th Term or Level 7	90%	34.99	4.199	2.24	2.25	0.11	0.05	0.02	0.01	0.01	43.879
> 6 th Term or Level 6	85%	33.05	3.966	2.24	2.25	0.11	0.05	0.02	0.01	0.01	41.706
> 5 th Term or Level 5	80%	31.10	3.732	2.24	2.25	0.11	0.05	0.02	0.01	0.01	39.522
> 4 th Term or Level 4	70%	27.22	3.266	2.24	2.25	0.11	0.05	0.02	0.01	0.01	35.176
> 3 rd Term or Level 3	65%	25.27	3.032	2.24	2.25	0.11	0.05	0.02	0.01	0.01	32.992
> 2 nd Term or Level 2	55%	21.38	2.566	2.24	2.25	0.11	0.05	0.02	0.01	0.01	28.636
> 1 st Term or Level 1	50%	19.44	2.333	2.24	2.25	0.11	0.05	0.02	0.01	0.01	26.463
Material Handler (MH)	45%	17.50	2.100	2.24	n/a	0.11	0.05	0.02	0.01	0.01	22.040

**SCHEDULE "A2.3" - INDUSTRIAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective May 01, 2017

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 12%	Employer Contributions								Total Package
				Welfare Trust	Pension Plan	CAF	SBCFE	CIRP	JAPlan	BCBCBTU	D&A Policy	
Journeyman												
> Foreman (FM)	115%	45.23	5.428	2.24	4.35	0.13	0.05	0.02	0.01	0.01	n/a	57.468
> Certified (CJP)	100%	39.33	4.720	2.24	4.35	0.13	0.05	0.02	0.01	0.01	n/a	50.860
> Uncertified Floorlayer (UCF)	90%	35.40	4.248	2.24	4.35	0.13	0.05	0.02	0.01	0.01	n/a	46.458
Apprentice or Semi Skilled Floorlayer (SSF)												
> 7 th Term or Level 7	90%	35.40	4.248	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	44.358
> 6 th Term or Level 6	85%	33.43	4.012	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	42.152
> 5 th Term or Level 5	80%	31.46	3.775	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	39.945
> 4 th Term or Level 4	70%	27.53	3.304	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	35.544
> 3 rd Term or Level 3	65%	25.56	3.067	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	33.337
> 2 nd Term or Level 2	55%	21.63	2.596	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	28.936
> 1 st Term or Level 1	50%	19.67	2.360	2.24	2.25	0.13	0.05	0.02	0.01	0.01	n/a	26.740
Material Handler (MH)	45%	17.70	2.124	2.24	n/a	0.13	0.05	0.02	0.01	0.01	n/a	22.284

**SCHEDULE "A2.4" - INDUSTRIAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES AND BREAKDOWN OF MONETARY PACKAGE**

Effective November 26, 2017 - REVISED

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 12%	Welfare Trust	Pension Plan	Employer Contributions						Total Package
						CAF	SBCFE	CIRP	JAPlan	BCBCBTU	D&A Policy	
Journeyman												
> Foreman (FM)	115%	45.23	5.428	2.24	4.35	0.13	0.01	0.02	0.01	0.05	0.01	57.478
> Certified (CJP)	100%	39.33	4.720	2.24	4.35	0.13	0.01	0.02	0.01	0.05	0.01	50.870
> Uncertified Floorlayer (UCF)	90%	35.40	4.248	2.24	4.35	0.13	0.01	0.02	0.01	0.05	0.01	46.468
Apprentice or Semi Skilled Floorlayer (SSF)												
> 7 th Term or Level 7	90%	35.40	4.248	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	44.368
> 6 th Term or Level 6	85%	33.43	4.012	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	42.162
> 5 th Term or Level 5	80%	31.46	3.775	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	39.955
> 4 th Term or Level 4	70%	27.53	3.304	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	35.554
> 3 rd Term or Level 3	65%	25.56	3.067	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	33.347
> 2 nd Term or Level 2	55%	21.63	2.596	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	28.946
> 1 st Term or Level 1	50%	19.67	2.360	2.24	2.25	0.13	0.01	0.02	0.01	0.05	0.01	26.750
Material Handler (MH)	45%	17.70	2.124	2.24	n/a	0.13	0.01	0.02	0.01	0.05	0.01	22.294

**SCHEDULE "B2.1" - INDUSTRIAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective May 22, 2016

	Employee Classifications										
	FM	CJP	UCF	7	6	5	4	3	2	1	MH
* Employer Contributions (Hourly):											
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	n/a
CAF (Contract Administration Fund)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
SBCFE (Society of BC Floorcovering Employers)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions (Hourly)	6.79	6.79	6.79	4.69	4.69	4.69	4.69	4.69	4.69	4.69	2.44
* Employee Deductions (Hourly):											
Union Dues and Administration	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions (Hourly)	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17
* Total Hourly Remittance											
Straight Time Hours	7.960	7.960	7.960	5.860	5.860	5.860	5.860	5.860	5.860	5.860	3.610
1.5x OT Hours	11.940	11.940	11.940	8.790	8.790	8.790	8.790	8.790	8.790	8.790	5.415
2x OT Hours	15.920	15.920	15.920	11.720	11.720	11.720	11.720	11.720	11.720	11.720	7.220

* All Employer contributions and employee deductions shall be calculated on the basis of hours earned.

**SCHEDULE "B2.2" - INDUSTRIAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective January 01, 2017

	Employee Classifications										
	FM	CJP	UCF	7	6	5	4	3	2	1	MH
* Employer Contributions (Hourly):											
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	n/a
CAF (Contract Administration Fund)	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
SBCFE (Society of BC Floorcovering Employers)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions (Hourly)	6.79	6.79	6.79	4.69	4.69	4.69	4.69	4.69	4.69	4.69	2.44
* Employee Deductions (Hourly):											
Union Dues and Administration	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions (Hourly)	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37
* Total Hourly Remittance											
Straight Time Hours	8.160	8.160	8.160	6.060	6.060	6.060	6.060	6.060	6.060	6.060	3.810
1.5x OT Hours	12.240	12.240	12.240	9.090	9.090	9.090	9.090	9.090	9.090	9.090	5.715
2x OT Hours	16.320	16.320	16.320	12.120	12.120	12.120	12.120	12.120	12.120	12.120	7.620

* All Employer contributions and employee deductions shall be calculated on the basis of hours earned.

**SCHEDULE "B2.3" - INDUSTRIAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective May 01, 2017

	Employee Classifications										
	FM	CJP	UCF	7	6	5	4	3	2	1	MH
* Employer Contributions (Hourly):											
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	n/a
CAF (Contract Administration Fund)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
SBCFE (Society of BC Floorcovering Employers)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
D&A Policy	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
* Total Employer Contributions (Hourly)	6.81	6.81	6.81	4.71	4.71	4.71	4.71	4.71	4.71	4.71	2.46
* Employee Deductions (Hourly):											
Union Dues and Administration	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions (Hourly)	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37
* Total Hourly Remittance											
Straight Time Hours	8.180	8.180	8.180	6.080	6.080	6.080	6.080	6.080	6.080	6.080	3.830
1.5x OT Hours	12.270	12.270	12.270	9.120	9.120	9.120	9.120	9.120	9.120	9.120	5.745
2x OT Hours	16.360	16.360	16.360	12.160	12.160	12.160	12.160	12.160	12.160	12.160	7.660
† Employee Deductions (Monthly):											
† Monthly Dues (Lump Sum)	25.00	25.00	25.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00

* All Employer contributions and employee deductions shall be calculated on the basis of hours earned.

† The Employer shall deduct the required lump sum monthly dues from the first pay cheque issued to each employee every month.

**SCHEDULE "B2.4" - INDUSTRIAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

Effective November 26, 2017 - REVISED

	Employee Classifications										
	FM	CJP	UCF	7	6	5	4	3	2	1	MH
* Employer Contributions (Hourly):											
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	n/a
CAF (Contract Administration Fund)	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
SBCFE (Society of BC Floorcovering Employers)	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
D&A Policy	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions (Hourly)	6.82	6.82	6.82	4.72	4.72	4.72	4.72	4.72	4.72	4.72	2.47
* Employee Deductions (Hourly):											
Union Dues and Administration	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions (Hourly)	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37	1.37
* Total Hourly Remittance											
Straight Time Hours	8.190	8.190	8.190	6.090	6.090	6.090	6.090	6.090	6.090	6.090	3.840
1.5x OT Hours	12.285	12.285	12.285	9.135	9.135	9.135	9.135	9.135	9.135	9.135	5.760
2x OT Hours	16.380	16.380	16.380	12.180	12.180	12.180	12.180	12.180	12.180	12.180	7.680
† Employee Deductions (Monthly):											
† Monthly Dues (Lump Sum)	25.00	25.00	25.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00

* All Employer contributions and employee deductions shall be calculated on the basis of hours earned.

† The Employer shall deduct the required lump sum monthly dues from the first pay cheque issued to each employee every month.

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

PAGE 1 OF 3

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. BCRCC

British Columbia Regional Council of Carpenters

3. BCBT

BC Building Trades (the British Columbia and Yukon Territory Building and Construction Trades Council)

4. CLR

Construction Labour Relations Association of B.C.

5. CSA

Canadian Standards Association

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).

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

PAGE 2 OF 3

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

9. Hours Earned and Hours Worked

(a) 1 straight time hour	= 1 hour earned	= 1 hour worked
(b) 1 time and one-half overtime hour	= 1½ hours earned	= 1 hour worked
(c) 1 double time overtime hour	= 2 hours earned	= 1 hour worked

10. Industrial Construction

Shall include 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; breweries; and any/all other projects which are mutually agreed to by the Parties.

11. LRB

British Columbia Labour Relations Board

12. Local

An affiliated Local of the Union.

13. Local Resident Employee

An employee who resides within one hundred (100) road kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres.

14. Lower Mainland/Fraser Valley

Inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

15. SBCFE

Society of BC Floorcovering Employers

16. UBCJA

United Brotherhood of Carpenters and Joiners of America

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

PAGE 3 OF 3

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

17. Union

- (a) Floorlayers' Union Local 1541 (UBCJA)
- (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.

18. WSBC

WorkSafe BC (the Workers' Compensation Board of BC)

APPENDIX "B"
SCHEDULE OF STATUTORY HOLIDAYS

PAGE 1 OF 2

The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

1. 2016

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Friday, Jan. 1 st	Friday, Jan. 1 st
Family Day	Monday, Feb. 8 th	Monday, Feb 8 th
Good Friday	Friday, Mar. 25 th	Friday, Mar. 25 th
Easter Monday	Monday, Mar. 28 th	Monday, Mar. 28 th
Victoria Day	Monday, May 23 rd	Monday, May 23 rd
Canada Day	Friday, July 1 st	Friday, July 1 st
Friday before BC Day	Friday, July 29 th	Friday, July 29 th
BC Day	Monday, Aug. 1 st	Monday, Aug. 1 st
* Friday before Labour Day	Friday, Sept. 2 nd	Friday, Sept. 2 nd
Labour Day	Monday, Sept. 5 th	Monday, Sept. 5 th
Thanksgiving Day	Monday, Oct. 10 th	Monday, Oct. 10 th
Remembrance Day	Friday, Nov. 11 th	Friday, Nov. 11 th
Christmas Day	Sunday, Dec. 25 th	Monday, Dec. 26 th
Boxing Day	Monday, Dec. 26 th	Tuesday, Dec. 27 th

2. 2017

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Sunday, Jan. 1 st	Monday, Jan. 2 nd
Family Day	Monday, Feb. 13 th	Monday, Feb 13 th
Good Friday	Friday, Apr. 14 th	Friday, Apr. 14 th
Easter Monday	Monday, Apr. 17 th	Monday, Apr. 17 th
Victoria Day	Monday, May 22 nd	Monday, May 22 nd
Canada Day	Saturday, July 1 st	Monday, July 3 rd
Friday before BC Day	Friday, Aug. 4 th	Friday, Aug. 4 th
BC Day	Monday, Aug. 7 th	Monday, Aug. 7 th
* Friday before Labour Day	Friday, Sept. 1 st	Friday, Sept. 1 st
Labour Day	Monday, Sept. 4 th	Monday, Sept. 4 th
Thanksgiving Day	Monday, Oct. 9 th	Monday, Oct. 9 th
Remembrance Day	Saturday, Nov. 11 th	Monday, Nov. 13 th
Christmas Day	Monday, Dec. 25 th	Monday, Dec. 25 th
Boxing Day	Tuesday, Dec. 26 th	Tuesday, Dec. 26 th

* Notwithstanding Article 4.503 (a), the Friday before Labour Day may be floated on any commercial, institutional and/or residential project(s) 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. The Friday before Labour Day may not be floated on an industrial project.

APPENDIX "B"
SCHEDULE OF STATUTORY HOLIDAYS

PAGE 2 OF 2

The following schedule of statutory holidays shall be applicable to the interpretation of this Agreement.

3. 2018

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Monday, Jan. 1 st	Monday, Jan. 1 st
Family Day	Monday, Feb. 12 th	Monday, Feb. 12 th
Good Friday	Friday, Mar. 30 th	Friday, Mar. 30 th
Easter Monday	Monday, Apr. 2 nd	Monday, Apr. 2 nd
Victoria Day	Monday, May 21 st	Monday, May 21 st
Canada Day	Sunday, July 1 st	Monday, July 2 nd
Friday before BC Day	Friday, Aug. 3 rd	Friday, Aug. 3 rd
BC Day	Monday, Aug. 6 th	Monday, Aug. 6 th
* Friday before Labour Day	Friday, Aug. 31 st	Friday, Aug. 31 st
Labour Day	Monday, Sept. 3 rd	Monday, Sept. 3 rd
Thanksgiving Day	Monday, Oct. 8 th	Monday, Oct. 8 th
Remembrance Day	Sunday, Nov. 11 th	Monday, Nov. 12 th
Christmas Day	Tuesday, Dec. 25 th	Tuesday, Dec. 25 th
Boxing Day	Wednesday, Dec. 26 th	Wednesday, Dec. 26 th

4. 2019

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Tuesday, Jan. 1 st	Tuesday, Jan. 1 st
Family Day	Monday, Feb 11 th	Monday, Feb 11 th
Good Friday	Friday, Apr. 19 th	Friday, Apr. 19 th
Easter Monday	Monday, Apr. 22 nd	Monday, Apr. 22 nd
Victoria Day	Monday, May 20 th	Monday, May 20 th
Canada Day	Monday, July 1 st	Monday, July 1 st
Friday before BC Day	Friday, Aug. 2 nd	Friday, Aug. 2 nd
BC Day	Monday, Aug. 5 th	Monday, Aug. 5 th
* Friday before Labour Day	Friday, Aug. 30 th	Friday, Aug. 30 th
Labour Day	Monday, Sept. 2 nd	Monday, Sept. 2 nd
Thanksgiving Day	Monday, Oct. 14 th	Monday, Oct. 14 th
Remembrance Day	Monday, Nov. 11 th	Monday, Nov. 11 th
Christmas Day	Wednesday, Dec. 25 th	Wednesday, Dec. 25 th
Boxing Day	Thursday, Dec. 26 th	Thursday, Dec. 26 th

* Notwithstanding Article 4.503 (a), the Friday before Labour Day may be floated on any commercial, institutional and/or residential project(s) 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. The Friday before Labour Day may not be floated on an industrial project.

APPENDIX "C"
SCHEDULE OF TRAVEL ALLOWANCE AMOUNTS

PAGE 1 OF 1**A. Application**

The following schedule of travel allowance amounts shall govern the daily travel allowance amounts payable in accordance with Article 7.102 (b) of this Agreement, the initial and terminal travel allowance amounts payable in accordance with Article 7.201 (a) of the Industrial Addendum, the daily travel allowance amounts payable in accordance with Article 7.301 Option #2 (b) (ii) of the Industrial Addendum, and the project transfer travel allowance amounts payable in accordance with Article 8.200 of this Agreement. Refer also to item B. below.

Effective

January 01, 2016	First 5,000 road kilometres actually driven =	\$0.54 per road kilometre
	All additional road kilometres actually driven =	\$0.48 per road kilometre
January 01, 2017	First 5,000 road kilometres actually driven =	\$0.54 per road kilometre
	All additional road kilometres actually driven =	\$0.48 per road kilometre
January 01, 2018	First 5,000 road kilometres actually driven =	\$0.55 per road kilometre
	All additional road kilometres actually driven =	\$0.49 per road kilometre

B. Annual Adjustments

The foregoing schedule of travel allowance amounts shall be subject to annual adjustments throughout the duration of this Agreement. Notwithstanding any/all contrary provisions of this Agreement, the effective "per road kilometre" amounts which shall be payable pursuant to Article 7.102 (b) of this Agreement, Article 7.201 (a) of the Industrial Addendum, Article 7.301 Option #2 (b) (ii) of the Industrial Addendum, and Article 8.200 of this Agreement shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

APPENDIX "D"
SEASONAL HARDWOOD SUBCONTRACTING

PAGE 1 OF 1

The Parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of this Agreement.

- A. Whereas** the Parties agree within Article 3.302 (b) of this Agreement that the Employer shall not award work to an eligible non-signatory subcontractor except on an authorized project(s) as follows.

Residential - Province Wide	Authorized
Commercial - Province Wide	Authorized
Institutional - "Out of Town"	Authorized
Institutional - Not "Out of Town"	Not Authorized
Industrial - Province Wide	Not Authorized

- B. And Whereas** the Parties further agree that work performed on school gymnasium hardwood floors (the "Work") is included within the definition of an Institutional project and would therefore be designated as "Not Authorized" unless the project was located "Out of Town".

- C. And Whereas** the Parties further agree that the Work is a demanding and niche sector of the industry which requires specialized skills, ability and expertise.

- D. And Whereas** the Parties further agree that the Work is almost exclusively undertaken during Spring Break (dates may vary from year to year), Winter/Christmas Break (dates may vary from year to year), and/or the period June 15 through Labour Day annually ("Seasonal").

- E. And Whereas** the Parties further agree that there are insufficient Union members available for dispatch who possess the necessary specialized skills, ability and expertise to fulfill the peak labour requirements created by the Seasonal nature of the Work.

- F. Now Therefore** the Parties agree that Article 3.302 (b) shall be amended when the Work is performed on a Seasonal basis as follows.

Residential - Province Wide	Authorized
Commercial - Province Wide	Authorized
Institutional - "Out of Town"	Authorized
School Gymnasium Hardwood Floors - Not "Out of Town"	Authorized ...on a Seasonal Basis Only
All Other Institutional - Not "Out of Town"	Not Authorized
Industrial - Province Wide	Not Authorized

APPENDIX "E"
SCOPE OF WORK AND TRADE JURISDICTION

PAGE 1 OF 2

The following scope of work represents the Union's work jurisdiction claim. Notwithstanding the foregoing, the JAPlan, as agreed to between the BCBT and CLR, shall be binding upon the Parties, and the Parties agree to abide by the work jurisdiction as may be determined from time to time by the Umpire of the JAPlan.

A. Substrate

Prepare floors by scarifying, filling, leveling, sanding, stripping, encapsulating. Floor leveling including self leveling products, patching or any trowelled, poured or pumped underlayment. Installation of underlayment panels, rigid underlayments, restoration or replacement. Installing specialty sheeting such as suspended sub-floors, fibreglass and cement board. Securing loose and squeaking boards or panels. Using fasteners and adhesive such as staples, nails, screws, wood glue, and construction adhesive. Installation and application of moisture reduction barriers, bonding agents and sealers. Application of epoxy coating. Concrete staining and finishing. The preparation of cracks and expansion joints and other necessary modifications of subfloors to make them receptive for the installation of products.

B. Transitions, Trims and Base

Installation of transitions such as reducers, butt edge strips or any transition required to protect raw edges or to provide transition between surfaces. Installation of trims such as quarter round, shoe moulds, nosings, bullnose pieces, capping. Installation of wall bases composed of vinyl, carpet, rubber and wood. Installation of pre-formed corners. Adhering and fastening wall base. Applying wood filler to nail holes and applying bead of caulking for top of moulding such as base and quarter round.

C. Carpet

Installation of stretch-in, direct glue, upholstery, wall carpet and double bond carpet (rolls and tiles), woven, tufted, fusion-bonded, flopped, needle-punched, wool, wool polyester blend or any natural or synthetic composition and blend thereof. Installation of walk off mats, tack strips, carpet cushion, adhesives (spray, roll and troweling), seaming tape, hand sewing, proprietary seaming techniques, induction or conventional seaming, binding tape, sealers, stair rods and eyes, area rugs, and runners. Repair carpet by patching, re-stretching, re-tufting, re-adhering (adhesive application by trowel, spray, roller and injecting). Turf, inserts, turf filler (infill) and the work necessary in the total installation and operation of mechanical tools required in the application of artificial turf, energy absorbing pad, and related work operations.

D. Resilient

Installation of resilient flooring either in roll or tile form such as vinyl, rubber, felt back, slip-proof, cork, rotogravure, linoleum, conductive flooring and the installation of grounding strips, pure vinyl, vinyl plank, luxury vinyl tile (LVT), vinyl composite tile (VCT), insets and static dissipative tile (SDT) The application of chemical seam sealers and or heat welding. The application of adhesives such as asphalt emulsion, clear set, conductive, polyurethane, contact tape, contact

APPENDIX "E"
SCOPE OF WORK AND TRADE JURISDICTION

PAGE 2 OF 2**D. Resilient (continued)**

cement and two-part epoxy using either the spray, roll, trowel or injection methods. Installation of specialty wall covering products such as sheet vinyl and panels. Installing tread, riser and stringer and tactile warning materials. Installing specialty wall coverings using a heat bender. Installation of athletic track materials. Repairing resilient flooring by patching, re-gluing, seam sealing, injecting adhesive and heat welding. Apply caulking.

E. Hardwood

Installation of all wood, pre-finished, unfinished, engineered, solid wood and composites. Flooring including cork, domestic and exotic woods, bamboo, reclaimed woods and laminate. Installation of sound barriers, vapour barriers, felt, asphalt and wax paper using installation methods of either glue down, nail, cleat, stapling or floating. The application of lining and striping such as game lines. Sanding and finishing of wood flooring including filling staining and waxing. Repair and refinish hardwood and laminate flooring.

F. General

The use of tools such as hand cutting, rollers, abrading, sanding, fastening, prying stretching, layout marking, measuring, troweling and floor preparation tools, mechanical, electric, battery, pneumatic and gas powered tools. Removal of all materials and sundries above including but not limited to asbestos related materials, fasteners, adhesives, staples, nails, floorcovering, bases, trims using techniques such as scraping, chipping, sanding, mechanical and chemical means. The installation of the above mentioned materials and sundries are installed on the floor, walls, ceilings, stairs, counter tops and indoor/outdoor applications. Vacuuming, sweeping and damp moping. The cleaning and waxing and protective cover of all flooring required at the time of installation, the handling, lifting or moving of any flooring or floor covering, wall covering and ceiling covering materials on the job site. The installation of computer floors (access flooring). All other work pertaining to floor coverings, shall be classified as carpet, resilient and hardwood, and shall be assigned by the Employer exclusively to employees represented by the Union except as may be otherwise permitted in accordance with the Agreement.

APPENDIX "F"
LETTER OF INTERPRETATION RE: MEAL BREAKS

PAGE 1 OF 4

The following terms and conditions shall supercede any/all contrary application and/or interpretation of the Standard Floor Covering Agreement. In particular, the Parties agree that the provisions of this Letter of Interpretation are applicable only on shifts in excess of ten (10) hours. Where mutual agreement is referenced within this Letter of Interpretation, the voluntary consent of the majority of Employees on a crew shall be required in order for such agreement to have been achieved.

A. Shifts in Excess of Ten (10) Hours

The Parties agree that shifts in excess of ten (10) hours occur as a result of either a "Scheduled Shift" or an "Unscheduled Overtime Shift". Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Interpretation.

1. Scheduled Shifts

When an Employee commences work on a shift in excess of ten (10) hours and such Employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be eleven (11) hours and the Employee only works eleven (11) hours.

2. Unscheduled Overtime Shifts

- a.** When an Employee commences work on a shift in excess of ten (10) hours but such Employee ultimately works more than the originally scheduled hours, such a shift would be defined as a Unscheduled Overtime Shift. For example, the shift is scheduled to be eleven (11) hours but the Employee ultimately works twelve (12) hours.
- b.** When an Employee commences work on a shift of ten (10) hours or less but such Employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours but the Employee ultimately works eleven (11) hours.

B. Objective

The objective of this Letter of Interpretation is to address the practical differences between providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

C. Paid Meal Breaks and Hot Meals

Notwithstanding any/all contrary interpretation of this Letter of Interpretation, the second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that

APPENDIX "F"
LETTER OF INTERPRETATION RE: MEAL BREAKS

PAGE 2 OF 4

a hot meal is not supplied, the Employer shall pay a twenty five dollar (\$25.00) meal allowance to each affected Employee in lieu thereof.

D. Meal Breaks on Scheduled Shifts
1. Scheduled Shifts In Excess of Ten (10) Hours

Two (2) meal breaks of one-half ($\frac{1}{2}$) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including twelve (12) hours.

- a. The first one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-third ($\frac{1}{3}$) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the two-thirds ($\frac{2}{3}$) point of the shift and shall not be considered as time worked/earned.

c. Example - Scheduled Shift of Twelve (12) Hours

4.0 hours	8:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
4.0 hours	12:30 pm to 4:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	4:30 pm to 5:00 pm	second meal break (payable at straight time)
4.0 hours	5:00 pm to 9:00 pm	work (straight time or overtime as the day/shift warrants)

2. Scheduled Shifts in Excess of Twelve (12) Hours

Three (3) meal breaks of one-half ($\frac{1}{2}$) hour each shall be provided on all Scheduled Shifts in excess of twelve (12) hours, up to and including sixteen (16) hours.

- a. The first one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-quarter ($\frac{1}{4}$) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the one-half ($\frac{1}{2}$) point of the shift and shall not be considered as time worked/earned.
- c. The third one-half ($\frac{1}{2}$) hour meal break shall be scheduled as near as is practical to the three-quarters ($\frac{3}{4}$) point of the shift and shall not be considered as time worked/earned.

d. Example - Scheduled Shift of Fourteen (14) Hours

3.5 hours	8:00 am to 11:30 am	work (straight time or overtime as the day/shift warrants)
0.5 hours	11:30 am to 12:00 noon	first meal break (not paid)
3.5 hours	12:00 noon to 3:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm	second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm	third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:00 pm	work (overtime as the day/shift warrants)

APPENDIX "F"
LETTER OF INTERPRETATION RE: MEAL BREAKS

PAGE 3 OF 4**E. Meal Breaks on Unscheduled Overtime Shifts**

The Parties acknowledge that it is the "unscheduled" nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

Option #1 - Early Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, Employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of twelve (12) hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original shift was a nine (9) hour or ten (10) hour shift.

Option #2 - Late Decision to Work Unscheduled Overtime

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, Employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

a. Default Provision

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, Employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

b. Flexible Provision

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected Employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and Employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

APPENDIX "F"**PAGE 4 OF 4****LETTER OF INTERPRETATION RE: MEAL BREAKS**

For example, Employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected Employees in order to determine if a majority of the crew wishes to delay the second meal break until after the one-half (½) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

5.0 hours	7:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
5.0 hours	12:30 pm to 5:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	5:30 pm to 6:30 pm	work (overtime)
0.5 hours	6:30 pm to 7:00 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for Employees to depart for home at 6:30 pm, and be paid the twenty-five dollar (\$25.00) allowance in lieu of the hot meal.

APPENDIX "G"
LIST OF SIGNATORY EMPLOYERS *

PAGE 1 OF 1

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective date of signing, the following employers have authorized CLR to bargain a renewal Standard Floor Covering Agreement (Residential, Commercial, Institutional and Industrial) with the Floorlayer's Union Local 1541 (UBCJA) and to sign such Agreement on their behalf.

- | | |
|---|--|
| 1. Aligned Floor Coverings Inc. | 9. Groome Floor Coverings Inc. |
| 2. B.C. Hardwood Floor Co. Ltd. | 10. High Seas Flooring Ltd. |
| 3. Beatty Floors Ltd. | 11. Jordans Contract Sales (B.C.) Ltd. |
| 4. Benefit Floors Ltd. | 12. Maxwell Floors Ltd. |
| 5. Burritt Bros. Carpet and Floors Ltd. | 13. Phil's Floors |
| 6. Centaur Products Inc. | 14. Raeco (Western) Ltd. |
| 7. Donald Flooring Contract Sales Ltd. | 15. Tec Floor Covering Ltd. |
| 8. Fast Track Floors Ltd. | 16. VHF Flooring Ltd. |

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 09, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.