

LATHERS STANDARD ICI AGREEMENT

By and Between:

**Construction, Maintenance and Allied Workers
Bargaining Council (CMAW)**

(Hereinafter referred to as the "Union")

And:

Construction Labour Relations Association of B.C. (CLR)

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

(Hereinafter referred to as the "Employer")

May 1, 2004 to April 30, 2010

Table of Contents

Refer to Appendix “A” for definitions and abbreviations applicable to this Agreement.

Article 1.000	Objects	1
Article 2.000	Effective Date and Duration	1
Article 3.000	Extent	1
Article 4.000	Monetary Package	2
Article 5.000	Monthly Remittances	8
Article 6.000	Hours of Work and Overtime	8
Article 7.000	Travel Premiums and Out-Of-Town Projects	12
Article 8.000	Hiring and Mobility of Workforce	17
Article 9.000	Job Stewards and Union Representatives	17
Article 10.000	Health and Safety	18
Article 11.000	Working Conditions	19
Article 12.000	Lathers Joint Advisory Committee (LJAC)	20
Article 13.000	Joint Recovery Program	20
Article 14.000	Grievance Procedure	21
Article 15.000	Management Rights	22
Article 16.000	Savings Clause	22
Article 17.000	Legalities	22
Article 18.000	“Clean Up” of Agreement	23
	Signature of Parties	23
Schedule “A1”	Minimum Straight Time Hourly Wage Rates (Commercial and Institutional Projects)	24
Schedule “A2”	Minimum Straight Time Hourly Wage Rates (Industrial Projects)	25
Employer Contributions and Employee Deductions (All Projects)		
Schedule “B1”	Foremen and Journeypersons	26
Schedule “B2”	Apprentices: 5 th Term, 6 th Term, 7 th Term and 8 th Term	27
Schedule “B3”	Apprentices: 1 st Term, 2 nd Term, 3 rd Term and 4 th Term	28
Schedule “B4”	Material Handlers/Pre-Apprentices	29
Appendix “A”	Definitions and Abbreviations	30
Appendix “B”	Industrial Room and Board Standards	33
Letters of Understanding		
	Re: Affiliation	34
	Re: Breweries and Bulk Loading Terminals (Lower Mainland and Vancouver Island)	35
	Re: Implementation of Industrial Rate on Commercial/Institutional Projects	36

ARTICLE 1.000 - OBJECTS

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

ARTICLE 2.000 - EFFECTIVE DATE AND DURATION

- 2.100** This Agreement shall be for the period from and including May 1, 2004, to and including April 30, 2010, 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 such Agreement, which is April 30, 2010, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to such 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.

ARTICLE 3.000 - EXTENT

3.100 Work Jurisdiction

This Agreement shall govern all work within the jurisdiction of the carpenter lather which is performed by the Employer within the province of British Columbia. The work jurisdiction of the carpenter lather shall be as determined from time to time by the Umpire of the Jurisdictional Assignment Plan. Notwithstanding any/all contrary provisions of this Agreement, the parties agree that such work shall not include work which is the jurisdiction of the carpenter, floorlayer, millwright and/or piledriver.

3.200 Subcontracting

- 3.201** There shall be no restriction on an Employer's right to subcontract work. Notwithstanding the foregoing, work which is governed by this Agreement shall be subcontracted to an employer who is signatory to a collective agreement with the Union if such an employer submits a competitive subcontract tender price for such work at the time the subcontract was tendered.
- (a) The January 19, 2007 arbitration award rendered by Mr. Michael Fleming shall prevail with respect to an Employer seeking a competitive subcontract tender price from other employers who are signatory to a collective agreement with the Union.
- (b) The term "competitive subcontract tender price" shall be defined as the lowest qualified price submitted by a signatory contractor who is available to perform the work.
- 3.202** Employers shall not use subcontracting as a means to replace steady Employees, however such Employees retain the right, at their sole discretion, to terminate their employment in order to work as a subcontractor.
- 3.203** The Employer shall pay to the Union an amount equal to two percent (2%) of the value of the labour sub-contract for all sub-contracted work which is within the jurisdiction of the carpenter lather. Such payment shall be remitted in manner set forth in Article 5.000.

3.300 Union Security and Affiliation

- 3.301** 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: (i) rendering assistance to labour organizations, and/or (ii) 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.
- 3.302** Refer to attached Letter of Understanding Re: Affiliation.

3.400 Employers

- 3.401** The Employer shall have a designated place of business devoted substantially to wall and ceiling work performed by lathers, open and staffed by personnel for business at least forty (40) hours per week.
- 3.402** The Employer shall have a telephone listed in the name of the Employer which may be used to facilitate contacting such Employer for the purpose of administering this Agreement.
- 3.403** The Employer shall abide by all pertinent federal, provincial and municipal/local government legislation, regulations, bylaws, policies and procedures, including but not limited to, the Canada Revenue Agency, Employment Insurance Act, WorkSafe BC, municipal business licensing bylaws, etc.
- 3.404** The Employer shall supply materials and have such materials installed by an Employee(s), except where such Employer has subcontracted the work in question in accordance with Article 3.200.
- 3.404** Refer to Article 15.000.

ARTICLE 4.000 - MONETARY PACKAGE

4.100 Monetary Package Increases

- 4.101** The following monetary package increases shall apply to the April 30, 2004 Journeyperson Employee classification on all non enabled projects tendered and/or underway as of June 2, 2006. All other Employee classifications on such projects shall be recalculated accordingly. Such monetary package increases are inclusive of wages, annual vacation and statutory holiday pay, and Employer contributions.

	Commercial and Institutional Projects	Industrial Projects
June 2, 2006	\$ 2.50 per hour	\$ 2.92 per hour
May 1, 2007	\$ 1.50 per hour	\$ 1.75 per hour
May 1, 2008	\$ 1.50 per hour	\$ 1.75 per hour
May 1, 2009	\$ 1.50 per hour	\$ 1.75 per hour
April 1, 2010	\$ 0.50 per hour	\$ 0.50 per hour
Total Increase	\$ 7.50 per hour	\$ 8.67 per hour

4.200 Allocation of Monetary Package

- 4.201** No monies may be transferred from the wage package (inclusive of wages, vacation and statutory holiday pay) to Employer contributions (inclusive of the Union Benefit Plan, the Union Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the parties.
- 4.202** Notwithstanding Article 4.201, neither party shall unreasonably withhold their mutual agreement with respect to determining the allocation of the monetary package increases provided for in Article 4.100 between the wage package and Employer contributions. In particular, the Union retains the right, at their sole discretion, to allocate sufficient additional monies to the Employer contribution to the Union Benefit Plan necessary to offset the inclusion of MSP premiums within the benefit plan coverage.

4.300 Wages and Premiums**4.301 Minimum Straight Time Hourly Wage Rates**

The schedules of minimum straight time hourly wage rates as provided for within Schedules "A1" and "A2" shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Articles 4.302 through Article 4.307 for important clarifications and exceptions.

4.302 Metro Travel Premiums

Refer to Article 7.100 for Metro Travel premiums which apply on projects located within the Lower Mainland/Fraser Valley metropolitan area and certain geographical areas of Vancouver Island.

4.303 Breweries and Bulk Loading Terminals

Refer to attached Letter of Understanding Re: Breweries and Bulk Loading Terminals (Lower Mainland and Vancouver Island).

4.304 Application of Industrial Rate

Refer to attached Letter of Understanding Re: Implementation of Industrial Rate on Commercial/Institutional Projects.

4.305 First Aid Attendant

An Employee who acts as a first aid attendant shall have their otherwise applicable straight time hourly wage rate increased by seventy-five cents (\$0.75) per hour earned.

4.306 Swing Stage and Bosun Chair

An Employee who works on a swing stage and/or in a bosun chair shall have their otherwise applicable straight time hourly wage rate increased by fifty cents (\$0.50) per hour earned. Such increase shall be paid for actual hours worked each day, or four (4) hours, whichever is greater.

4.307 Scaffold Erection/Dismantling

An Employee who erects or dismantles scaffold while working above the height of seventy (70) feet, as measured from the base plate, shall have their otherwise applicable straight time hourly wage rate increased by fifty cents (\$0.50) per hour earned. Such increase shall be paid for actual hours worked each day, or four (4) hours, whichever is greater.

4.308 Helicopters

- (a) An Employee who, during the course of a shift, is required to work directly with a helicopter, shall have their otherwise applicable hourly wage rate increased by twenty-five percent (25%). Such increase shall be paid for all hours of work performed on such shift.
- (b) The words, "to work directly with a helicopter" contained in Article 4.308 (a) shall be deemed to apply only to an Employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his station of work. Nothing in Article 4.308 (a) shall be construed or interpreted in such manner as will entitle an Employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.
- (c) Article 4.308 (a) shall not apply to an Employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. Notwithstanding the foregoing, such an Employee shall receive a premium of one (1) additional hour per shift at their

otherwise applicable minimum straight time hourly wage rate.

4.400 Employee Classifications

4.401 Foremen

- (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 regularly assigned. When more than six (6) Employees are employed, a “non working” Foreman shall be employed. The Employer shall not divide Employees into several crews for the purpose of not having to employ a “non working” Foreman.
- (b) The minimum straight time hourly wage rate for a Foreman shall be one hundred and fifteen percent (115%) of the applicable Journeyman minimum straight time hourly wage rate on the project. In addition to such rate, a Foreman shall also be paid all other premiums (i.e. holiday pay, overtime, etc.) which otherwise apply in accordance with this Agreement.

4.402 Apprentices

- (a) Employers shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyman. Such ratio shall apply on a company wide basis.
- (b) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable minimum straight time hourly wage rate for a Journeyman on the project.

1st Term (55%), 2nd Term (60%), 3rd Term (65%), 4th Term (70%), 5th Term (75%), 6th Term (80%), 7th Term (85%), 8th Term (90%)
- (c) The April 2007 arbitration award rendered by Mr. Michael Fleming and the Letter of Understanding Re: Carpenter Apprenticeship Standards, signed by the parties on April 13, 2007, which was provided for within such award, shall also apply to the employment of Apprentices pursuant to this Agreement and the advancement of such Apprentices from one (1) Term to the next. In particular, the parties agree that such award shall be strictly adhered to by all Locals of the Union throughout the province and shall apply to all work governed by this Agreement. Copies of the Letter of Understanding Re: Carpenter Apprenticeship Standards can be obtained from either the Union or CLR.

4.403 Material Handlers/Pre-Apprentices

- (a) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be fifty percent (50%) of the applicable Journeyman minimum straight time hourly wage rate on the project.
- (b) The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material or materials falling within the jurisdiction of the carpenter lather. A Material Handler/Pre-Apprentice shall not perform that work of the carpenter lather which requires the use of the tools of the trade, or the handling, erection, and dismantling of scaffolding from the job site stockpile, through erection and back to the job site stockpile. A Material Handler/Pre-Apprentice shall in the case of competent workers be a possible source of future apprentices.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

Annual vacation pay shall be six percent (6%) of gross earnings and statutory holiday pay shall be six percent (6%) of gross earnings. Annual vacation pay and statutory holiday pay shall be combined at the rate of twelve percent (12%) of gross earnings, and shall be paid to each Employee on each pay cheque 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).

New Year's Day, Heritage Day (3rd Monday in February), Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding 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), Heritage Day and the Friday preceding Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the Employee.
- (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 Schedules "B1" through "B4" attached hereto 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 Union Benefit Plan

- (a) The Employer shall contribute the required amount(s) to the Union Benefit 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 Schedules "B1" through "B4" attached hereto.
- (b) The non-bargaining unit employees of the Employer are invited to participate in the Union Benefit Plan. Contact the Carpentry Workers' Benefit Plan office for details.

4.602 Union Pension Plan

- (a) The Employer shall contribute the required amount(s) to the Union 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 Schedules "B1" through "B4" attached hereto.
- (b) The required Employer contribution to the Union Pension Plan on behalf of Apprentices shall be the applicable percentage of the required Employer contribution for Journeypersons in accordance with the following schedule.
- 1st Term (55%), 2nd Term (55%), 3rd Term (55%), 4th Term (55%), 5th Term (75%), 6th Term (75%),
7th Term (75%), 8th Term (75%)
- (c) No Employer contribution to the Union Pension Plan shall be required on behalf of Material Handlers/ Pre-Apprentices.

4.603 Union Administration and Training Funds

The Employer shall contribute the required amount(s) to each of the four Union Administration and Training Funds in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B4" attached hereto. The four Union Administration and Training Funds are the CMAW Training Fund (effective from November 1, 2007 onward), the CMAW Administration Fund (effective from May 1, 2007 onward), the Carpenters Administration Fund (effective through April 30, 2007) and the Provincial Organizing Fund (effective through April 30, 2007).

4.604 Carpenter Lather Joint Advisory and Apprenticeship Committee (CLJAAC) Fund

The Employer shall contribute the required amount(s) to the CLJAAC 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 Schedules "B1" through "B4" attached hereto.

4.605 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute thirteen cents (\$0.13) per hour worked, inclusive of GST, to the CAF in the manner set forth in Article 5.000. CLR may alter this 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.

4.606 Association of Wall and Ceiling Contractors (AWCC)

- (a) The Employer shall contribute the required amount(s) to AWCC in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" through "B4" attached hereto, however AWCC may alter such amount(s) by providing the Union with sixty (60) calendar days written notice.
- (b) The Union shall collect and forward to AWCC, without exception, all monies designated for AWCC and received in accordance with the Monthly Report to the Administrator. Payment to AWCC 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.

4.607 Rehabilitation Plan

The Employer shall contribute two cents (\$0.02) per hour worked to the Rehabilitation Plan in the manner set forth in Article 5.000.

4.608 Jurisdictional Assignment Plan (JAP)

The Employer shall contribute one cent (\$0.01) per hour worked to the Jurisdictional Assignment Plan (JAP) in the manner set forth in Article 5.000. The JAP, as agreed to between the BCYT 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 JAP, 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.

4.609 BCBCBTU Fund

The Employer shall contribute one cent (\$0.01) per hour worked to the BCBCBTU Fund in the manner set forth in Article 5.000. Notwithstanding the foregoing, such contribution shall continue only for as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

4.700 Employee Deductions

4.701 Field Dues

The Employer shall deduct such hourly amount for Field Dues as directed by the Union, and shall forward such deductions to the Union in the manner set forth in Article 5.000. Field Dues shall be deducted from every Employee who has authorized such deduction.

4.702 Local Union Check-Off

The Employer shall deduct such hourly amount for Local Union Check-Off as directed by a Local, and shall forward such deductions to the Local on a monthly basis. Local Union Check-Off shall be deducted from every Employee working on a project located within the Local's geographical jurisdiction who has authorized such deduction. Notwithstanding the foregoing, a Local retains the right to not require the deduction of Local Union Check-Off.

4.800 Payment of Wages

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, the Employer shall mail a cheque to the Employee in payment of such monies not later than the next working day.

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.

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 usual wages and conditions until there is compliance with the conditions.

4.805 Any Employer whose head office is located outside of BC shall establish a payroll office within BC.

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 Schedules "B1" through "B4" attached hereto.
- 5.102** Such Employer remittance shall:
- (a) be made by a single payment, payable to Carpenter Workers' 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 Carpenter Workers' Fund not later than the fifteenth (15th) day of the month following that for which such payments are payable.

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 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 Reports except in accordance with Article 4.606 (a).

ARTICLE 6.000 - HOURS OF WORK AND OVERTIME

6.100 Regular Hours

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

- 6.102** The regular work week shall be between 8:00 am Monday and 4:30 pm Friday, or between 8:00 am Tuesday and 4:30 pm Saturday, at the discretion of the Employer, 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) The starting and stopping time on a project may be varied by one (1) hour earlier or later than the normal 8:00 am start at the Employer's discretion. 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 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 hours pay in lieu thereof. The Employee shall use such notice to gather their personal tools and prepare such tools for the next project.

6.200 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 shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

6.300 Compressed Work Week

A compressed work week may be established by the Employer with the mutual agreement of the Union. Such compressed work week may be either Monday through Thursday inclusive, or Tuesday through Friday inclusive, or Wednesday through Saturday inclusive. 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, 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 shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Notwithstanding Articles 6.301 (a) and (b), the scheduled start time of the shift may be varied by up to

one (1) hour earlier or later at the discretion of the Employer.

6.302 Overtime

(a) The first ten (10) hours of overtime worked:

(i) on the Friday of a Monday through Thursday compressed work week, or

(ii) on the Monday of a Tuesday through Friday compressed work week, or

(iii) on the Tuesday of a Wednesday through Saturday 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:

(i) on a Saturday of a Monday through Thursday compressed work week, or

(ii) on a Saturday of a Tuesday through Friday compressed work week, or

(iii) on a Tuesday of a Wednesday through Saturday compressed work week,

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

Unless otherwise mutually agreed upon by the parties,

(a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.

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

(c) when a statutory holiday falls on the Monday or Tuesday of a Wednesday through Saturday compressed work week, such statutory holiday shall be observed on the Wednesday.

(d) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

6.400 Shifts

6.401 Scheduling of Shifts

(a) The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.

(b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift.

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 Journey person who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all other Employee classifications shall be recalculated accordingly. Such shift premium shall be paid in accordance with the following schedule.

Day Shift: No shift premium.

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

Night Shift: The applicable minimum straight time hourly wage rate shall be increased by sixteen percent (16.0%) for each hour worked on any shift which commences between 8:30 pm and before 12:01 am. Second and subsequent meal breaks are not considered to be hours worked.

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

6.500 Call-Out Time

- 6.501** When an Employee is called out for work, the Employer shall pay such Employee for a minimum of one-half (½) of the scheduled shift hours at the otherwise applicable straight time or overtime hourly rate, regardless of whether or not the Employee actually commenced work. Notwithstanding the foregoing, when an Employee works more than one-half (½) of the scheduled shift hours, the Employer shall pay such Employee for the full shift.
- 6.502** Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which Employees shall be required to work inside and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.

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 (½) hour shall be provided on all regularly 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 the parties' Letter of Interpretation Re: Meal Breaks for details. Copies of such Letter of Interpretation can be obtained from either the Union or CLR.

ARTICLE 7.000 - TRAVEL PREMIUMS AND OUT-OF-TOWN PROJECTS**7.100 Metro Travel Premium**

7.101 On projects located within the Lower Mainland/Fraser Valley metropolitan area, the Employer shall pay a metro travel premium of ninety cents (\$0.90) per hour worked to all Employees. Such premium shall be added to the Employee's otherwise applicable hourly wage rate. The Lower Mainland/ Fraser Valley metropolitan area shall be defined as including Lions Bay to the west, Hope to the east, and everything in between.

7.102 On projects located within the Victoria, Duncan, Nanaimo and/or Courtenay-Campbell River metropolitan areas, the Employer shall pay a metro travel premium of seventy-five cents (\$0.75) per hour worked to all Employees. Such premium shall be added to the Employee's otherwise applicable hourly wage rate. Refer to Appendix "A" for a definition of each of the foregoing metropolitan areas.

7.200 Daily Travel Premium

An Employee shall be paid a daily travel allowance for travel to and from a project in order to reimburse such Employee for travel costs and travel time. Such daily travel allowance shall be payable in accordance with the following provisions.

7.201 Metropolitan Areas

No daily travel allowance shall be payable on any project located within a metropolitan area governed by Article 7.100. Only the applicable metro travel premium shall apply on such projects.

7.202 Local Resident Employees

Refer to Appendix "A" for definition of Local Resident Employee.

No metro travel premium shall be payable on any project located outside of a defined metropolitan area. Only the applicable daily travel allowance shall apply on such projects.

- (a) A daily travel allowance of fifty cents (\$0.50) per road kilometre shall be paid to any Local Resident Employee who resides within a defined metropolitan area and uses his own vehicle to travel from his residence to a project located outside of such metropolitan area. Such allowance shall be payable, each way, for each road kilometre driven between the metropolitan area boundary and the project.
- (b) A daily travel allowance shall be paid to any Local Resident Employee who resides outside of a defined metropolitan area and uses his own vehicle to travel from his residence to a project located outside of a defined metropolitan area. Such allowance shall be payable in accordance with the following schedule.

• First ten (10) road kilometres, each way, each day	not applicable
• All additional road kilometres, each way, each day	\$0.50 per kilometre
- (c) Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance amount of fifty cents (\$0.50) per road kilometre shall be subject to annual adjustments throughout the duration of this Agreement. More specifically, the effective "per road kilometre" amount which shall be payable pursuant to Articles 7.202 (a) and (b) shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency. Effective February 1, 2008 such

amount shall increase to fifty-two cents (\$0.52) per road kilometre.

7.203 Out-of-Town Projects

Notwithstanding any/all contrary provisions of Article 7.203, alternative daily travel arrangements may be established on out-of-town projects upon the mutual agreement of the Union and the Employer.

- (a) No daily travel allowance and/or daily travel time shall be payable to an Employee who selects Option #1 in accordance with Article 7.401.
- (b) A daily travel allowance shall be paid to any Employee who selects Option #2 in accordance with Article 7.401. Such allowance shall be payable in accordance with the following schedule, except as otherwise provided for pursuant to Article 7.203 (b) (ii).
 - First ten (10) road kilometres, each way, each day not applicable
 - All additional road kilometres, each way, each day \$0.50 per kilometre
- (i) Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance amount of fifty cents (\$0.50) per road kilometre shall be subject to annual adjustments throughout the duration of this Agreement. More specifically, the effective “per road kilometre” amount which shall be payable pursuant to Articles 7.203 (b) shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency. Effective February 1, 2008 such amount shall increase to fifty-two cents (\$0.52) per road kilometre.
- (ii) In the event that the Union and the Employer are unable to mutually agree on the amount of the daily meal allowance in accordance with Article 7.401 of this Agreement, the provisions of Article 7.401 of the Carpenters Standard Industrial Agreement shall apply. In such case, the parties agree that the daily travel allowance payable in accordance with Article 7.401 of the Carpenters Standard Industrial Agreement shall likewise supercede the daily travel allowance payable in accordance with Article 7.401 (b) (i) of this Agreement . (Note: Article 7.401 of the Carpenters Standard Industrial Agreement has been reprinted and included as Appendix “B” within this Agreement for ease of reference purposes.)
- (c) Where Employer supplied transportation is provided, such transportation shall conform with, and operate in compliance with, all applicable provincial government regulations and standards, including but not limited to the *Motor Vehicle Act* and the *Workers Compensation Act*.

7.300 Initial and Terminal Travel

- 7.301** The Employer shall pay an initial and terminal travel allowance of fifty cents (\$0.50) per road kilometre to any Employee who is directed or dispatched to an out-of-town project. Such allowance shall be:
 - (a) payable each way, and the distance travelled shall be calculated from the Employee’s residence to the project via the most direct route.
 - (b) shall be subject to annual adjustments throughout the duration of this Agreement. More specifically, the effective “per road kilometre” amount which shall be payable pursuant to Articles 7.301 shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency. Effective February 1, 2008 such amount shall increase to fifty-two cents (\$0.52) per road kilometre.
 - (c) Refer to Article 7.302 for further clarification and exceptions.
- 7.302** Notwithstanding any/all contrary provision(s) of this Agreement:

(a) Ferry Fares

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

(b) Air Travel

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

- (i) The Employer shall pay for airfare, inclusive of any/all related fees and taxes, plus taxi fare to/from the project from the airport located nearest thereto. Notwithstanding the foregoing, taxi fare shall not be payable where Employer (or Owner) supplied transportation is provided.
- (ii) The Employer shall pre-arrange the air travel to/from the airport nearest the 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 an Employee to fly "standby".
- (iii) The Employee shall provide the Employer with the Boarding Pass and proper ground transportation receipts if requested to do so by the Employer.

(c) Standard "Lump Sum" Amount Option

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

(d) Timing of Payment

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

(e) Termination of Employment

In the event an Employee voluntarily terminates his/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 Employee's terminal travel allowance, and shall additionally be entitled to deduct the initial travel allowance already paid from the Employee's final pay cheque.

7.400 Room and Board

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

7.401 Each Employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the Employee's employment on such project.

The choice of options shall be at the sole discretion of the Employee, and the Employee shall provide the Employer with written notice of their selection upon request. The Employer shall likewise provide a copy of the 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 Effective June 2, 2006, the Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA).

Option #2 Effective June 2, 2006, the Employer shall provide the Employee with a single room plus a daily meal allowance. Refer also to Article 7.203.

The amount of the daily lump sum LOA and daily meal allowance shall be as mutually agreed by the Union and the Employer on a “project by project” basis. Notwithstanding the foregoing, in the event that mutual agreement cannot be reached, the terms of Article 7.401 provided for within the Carpenters Standard Industrial Agreement shall also apply to work governed by this Agreement. (Note: Article 7.401 of the Carpenters Standard Industrial Agreement has been reprinted and included as Appendix “B” within this Agreement for ease of reference purposes.)

7.402 If an Employee resides more than seventy (70) kilometres from the project and such Employee would otherwise be required to travel daily between the project and his residence between November 1st through April 30th annually, such 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 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 Employee due to inclement winter road conditions.

(b) If the project is designated as a temporary out-of-town project, the Employee shall be deemed to have selected Room and Board Option #1 in accordance with Article 7.401, and shall no longer travel daily between the project and his residence.

7.500 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.

7.600 Periodic Leave and Compassionate Leave

7.601 (a) On out-of-town projects of over fifty (50) calendar days duration, a periodic leave shall be made available to Employees every forty (40) calendar days.

(b) When leave is desired in accordance with Article 7.601 (a), an allowance for periodic leave shall be provided by the Employer on a “use it or lose it” basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.

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

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

7.602 (a) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the Employee.

(b) The timing of such periodic leave shall be decided by mutual agreement. Living Out Allowances shall

not be paid during leave periods.

- 7.603** (a) For the purposes of Article 7.600, the term "out-of-town project" shall be defined as meaning any project that is accessible by air or boat only, excluding ferries, or is greater than three hundred and twenty (320) kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the Employee's residence.
- (b) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the Employee and Employer subject to the same qualifiers provided in the periodic leave.
- 7.604** (a) An Employee who resides within the province of BC shall only receive leave if they return to the transportation terminal nearest their residence.
- (b) An 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.
- 7.605** There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.
- 7.606** Interpretations contained within Article 7.600 shall not be applied to any other provision contained within this Agreement.

7.700 Camp Projects

7.701 Accommodations

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

7.702 Weekend Checkout

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

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

7.800 Marshalling Points

- 7.801** 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.
- 7.802** 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.

ARTICLE 8.000 - HIRING AND MOBILITY OF WORKFORCE

8.100 Union Members

The Employer shall employ only Union members in good standing and shall notify the Union, in writing, upon hiring an Employee.

8.200 Name Requests

The Employer may name request Union members who have worked for the Employer within the previous sixteen (16) weeks. In addition, the Employer shall have the right to name hire on the basis of fifty percent (50%) of the Employees required.

8.300 Dispatch

8.301 The Union shall take the lead role in identifying and securing qualified prospective Employees, and shall dispatch such Employees to the Employer upon request. Notwithstanding the foregoing, the Employer shall retain the right to refuse employment to an individual dispatched by the Union if the Employer does not believe that such an individual would be able to productively contribute within the Employer's existing operational methods and structure.

8.302 If the Union is unable to fill an Employer's dispatch request within twenty-four (24) hours of receiving such request, the Employer may hire and continue to employ one (1) or more individuals for a period of up to three (3) months who are not Union members in good standing. The Union shall accept such individuals into its membership upon request by the Employees, unless it has a legitimate reason not to do so. If not accepted into membership by the Union, after such period, the Union may direct the Employer, in writing, to terminate the employment of such individuals upon the completion of the project on which they are working, and the Employer shall comply with such direction.

8.400 Application

The interpretation and application of Articles 8.100, 8.200 and 8.300 shall be consistently applied by the various Union representatives in each and every Local 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.

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 duties.

9.200 Union Representatives

Union Representatives shall have access to 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 Leave of Absence

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. Notwithstanding the foregoing, the Employer may deny such request for valid reasons.

ARTICLE 10.000 - HEALTH AND SAFETY

10.100 Safety Equipment

- 10.101** The Employer shall supply to Employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (i.e. safety hats and rubber clothing). Only safety belts with leg and shoulder straps are to be used.
- 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.
- 10.103** The Employer shall supply welders' leather vests or jackets and leather gauntlet gloves to all Employees assigned to welding work, on a "charge-out" basis.

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** Any refusal by an Employee to abide by known WCB regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for 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 WCB Inspector on all project inspections.

10.400 Injured or Sick Employees

- 10.401** The Employer shall cover all transportation costs not otherwise covered by the WCB for any Employee residing in Employer supplied accommodation who is injured on the project and subsequently requires transportation to either their point of dispatch or back to the project. The foregoing shall also apply for any Employee residing in Employer supplied accommodation 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.
- 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 8.700 and Article 11.502.

10.500 Drug and Alcohol Testing

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

ARTICLE 11.000 - WORKING CONDITIONS

11.100 Harassment

The Union and the Employer recognize the right of Employees to work in an environment free from harassment.

11.200 Project Facilities**11.201 Toilets**

Chemical or flush toilets shall be provided from the commencement of work on all projects. When sewer or chemical toilets are not available, sanitary facilities shall be provided in accordance with local sanitary regulations. Toilet houses shall be of fibreglass or rubber compound construction, and shall be cleaned out daily. Toilet paper shall be provided. There shall be a minimum of one (1) toilet for every fifteen (15) building tradespersons on a project.

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 shall be relayed immediately.

11.204 Clean Up Facilities

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

11.300 Lockup

11.301 A lockup shall be provided for Employees and such lockup shall be located on the ground floor or first floor of the project. If multiple shifts are being worked, a separate lockup shall be provided for each shift. Lockups shall be used for tools, drying clothes, as a dressing room, and as a lunch room.

11.302 Each lockup shall have tool racks, tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of fifteen (15) square feet per Employee.

11.303 Each lockup shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day.

11.304 The Employer shall be responsible for having the lockup(s) cleaned out daily and kept clear of building material and other construction paraphernalia.

11.400 Vehicles

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

11.500 Tools, Equipment and Protective Clothing

11.501 The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time.

11.502 The cost of transporting an Employee's tools shall be paid for by the Employer. Notwithstanding the foregoing, although Employees will normally take their tools with them, when the Employer makes other

arrangements for transporting an Employee's tools such Employee shall not suffer loss of wages because their tools are not available to them. The Employer agrees to transport the tools of an injured or sick Employee to the Employee's point of dispatch.

- 11.503** If the following tools or equipment - ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.
- 11.504** When the Employer takes Employees' saws to be filed in a shop, every effort shall be made to take them to a Union shop. In the event that saw(s) are lost, the Employer shall replace these with new saw(s) of equal quality.
- 11.505** In the event an Employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the Employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement will be borne by the Employer.

11.600 Insurance

An Employee shall submit an inventory of his 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.

ARTICLE 12.000 - LATHERS JOINT ADVISORY COMMITTEE (LJAC)

- 12.100** A Lathers Joint Advisory Committee (LJAC) shall be established and maintained as a means to address issues of mutual interest and importance to the parties. All actions and decisions of the LJAC shall require mutual agreement of the parties. Refer also to Article 14.400.
- 12.200** Notwithstanding Article 12.100, the provisions of Article 15.000 of the 2000-2004 Carpenter Lathers Addendum to the Carpenters Standard ICI Agreement shall prevail through October 31, 2007, at which time the operation of the CLJAAC shall be terminated.

ARTICLE 13.000 - JOINT RECOVERY PROGRAM

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** The Joint Recovery Program is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement. Refer to Carpenters Standard ICI Agreement, 2000 Memorandum of Agreement, Part 2, Item 1, for further details and examples.
- 13.103** The relevant provisions of the parties' June 2, 2006 Trade Level Memorandum of Agreement shall apply with respect to the continued application of framework projects tendered as of May 26, 2006.

13.200 Participation

13.201 Unless otherwise agreed to, in writing, neither the Union nor an individual Local(s) shall decline to participate in the process contemplated by Article 13.100.

13.202 Notwithstanding Article 13.201, Locals shall retain the right to deny an individual enabling request, but no Local shall have either a formal or informal (i.e. unspoken) blanket policy of refusal. Individual Union members shall retain the right to refuse a dispatch to an enabled project, but no Local shall encourage or otherwise counsel its members to do so.

ARTICLE 14.000 - GRIEVANCE PROCEDURE

14.100 Definitions

14.101 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.

14.102 The two (2) parties to any grievance shall be the Union and the respective signatory Employer(s).

14.200 Time Limits

No grievance shall be entertained by either party or an arbitrator unless instituted by the aggrieved party within thirty (30) calendar days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (15) calendar days of its occurrence. An occurrence shall be each day an alleged violation continues. (The foregoing time limits do not apply to wage claims.)

14.300 Procedure**14.301 Step 1**

The Job Steward or Union Representative shall first discuss the grievance with the Foreman or project superintendent, and if they agree their decision shall be final. An Employer shall first discuss the grievance with the Union Representative.

14.302 Step 2

Failing settlement within two (2) business days of a grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree their decision shall be final.

14.303 Step 3

If the grievance is not settled pursuant to Step 2 within five (5) business days, or such longer time as the parties agree to, then it shall be referred to a three (3) person Board of Arbitration composed as follows:

- (a) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute.
- (b) The party receiving the notice shall within three (3) business days, appoint a member of the Board and notify the other party of its appointment.
- (c) The two (2) appointees shall, within three (3) business days of appointment, agree upon a person to act as Chair of the Board of Arbitration, but failing to do so within this time, they shall jointly request the LRB to appoint such Chair.

14.304 Step 4

- (a) The Board shall hear the parties, establish if the grievance is properly before them, determine if the matter is arbitrable, settle the terms of question to be arbitrated, and make its award within five (5) business days of appointment of the Chair except when the time is extended by mutual agreement of the parties.
- (b) The Board shall deliver its award in writing to each of the parties, and the award of the majority of the Board shall be final and binding on the parties and shall be carried out forthwith.
- (c) The parties shall pay their own costs and expenses of arbitration, the remuneration and disbursements of their individual appointee, and one-half (½) the expenses of the Chair.

14.400 Alternative Methods of Resolution

- 14.401** Notwithstanding any/all contrary provisions of Article 14.000, the parties reserve the right to mutually agree on an alternative grievance resolution process (including but not limited to referring the matter to a single arbitrator, industry grievance panel, or the LJAC) in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance. Refer also to Article 12.000.
- 14.402** Notwithstanding any/all contrary provisions of Article 14.000, Mr. Michael Fleming, Associate Chair, LRB, or his successor(s), shall remain seized of jurisdiction to resolve any/all matters of dispute which may arise between the parties in regards to the terms of this Agreement and/or the application thereof. To this end, both parties reserve the right to submit such matters to Mr. Fleming for mediation/facilitation and an adjudicated resolution if necessary. Any such adjudicated resolution shall be final and binding upon the parties.

ARTICLE 15.000 - MANAGEMENT RIGHTS

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

ARTICLE 16.000 - SAVINGS CLAUSE

- 16.100** 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.
- 16.200** 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.
- 16.300** 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.

ARTICLE 17.000 - LEGALITIES

- 17.100** The parties shall comply, in a timely manner, with the terms of the Letter of Understanding Re: Carpenter Lathers Standard ICI Agreement signed October 26, 2005.
- 17.200** A copy of this Agreement shall be filed with the LRB.

ARTICLE 18.000 - "CLEAN UP" OF AGREEMENT

During the preparation of this Agreement, mutually agreed upon adjustments were made to format and language in order to address/delete redundant provisions, vague language, logic, consistency, and grammar. The parties have agreed to the resulting changes and provisions.

SIGNATURE OF PARTIES

Dated this 20th day of May, 2008.

Dated this 21st day of May, 2008.

Signed on behalf of:
Construction Labour Relations Association of BC

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Clyde H Scollan

Jan Noster

Robert Noel

Pat Haggarty

SCHEDULE "A1"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES
COMMERCIAL AND INSTITUTIONAL PROJECTS

	June 2/06	May 1/07	Nov. 1/07	May 1/08	May 1/09	Apr. 1/10
Foreman	30.84	31.71	31.71	32.73	33.75	34.02
Journeyman *	26.82	27.57	27.57	28.46	29.35	29.58
Apprentices: 8 th Term (90%)	24.14	24.81	24.81	25.61	26.42	26.62
7 th Term (85%)	22.80	23.43	23.43	24.19	24.95	25.14
6 th Term (80%)	21.46	22.06	22.06	22.77	23.48	23.66
5 th Term (75%)	20.12	20.68	20.68	21.35	22.01	22.19
4 th Term (70%)	18.77	19.30	19.30	19.92	20.55	20.71
3 rd Term (65%)	17.43	17.92	17.92	18.50	19.08	19.23
2 nd Term (60%)	16.09	16.54	16.54	17.08	17.61	17.75
1 st Term (55%)	14.75	15.16	15.16	15.65	16.14	16.27
Material Handler/Pre-Apprentice (50%)	13.41	13.79	13.79	14.23	14.68	14.79
Annual Vacation and Stat. Holiday Pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

Refer to Article 7.100.

Metro Travel Premium

The Metro Travel Premium is payable only within the Lower Mainland/Fraser Valley, Victoria, Duncan, Nanaimo and Courtenay-Campbell River. In these regions, the otherwise applicable hourly wage rate shall be increased by the applicable Metro Travel Premium amount. Annual Vacation Pay and Statutory Holiday Pay shall be calculated on the resulting new total. The Metro Travel Premium is not subject to Overtime premiums or Shift premiums.

* The Journeyman minimum straight time hourly wage rate at the expiry of the 2000-2004 Agreement was \$24.59 per hour.

SCHEDULE "A2"
MINIMUM STRAIGHT TIME HOURLY WAGE RATES
INDUSTRIAL PROJECTS

	June 2/06	May 1/07	Nov. 1/07	May 1/08	May 1/09	Apr. 1/10
Foreman	33.97	35.09	35.09	36.36	37.65	37.90
Journeyman *	29.54	30.51	30.51	31.62	32.74	32.96
Apprentices: 8 th Term (90%)	26.59	27.46	27.46	28.46	29.47	29.66
7 th Term (85%)	25.11	25.93	25.93	26.88	27.83	28.02
6 th Term (80%)	23.63	24.41	24.41	25.30	26.19	26.37
5 th Term (75%)	22.16	22.88	22.88	23.72	24.56	24.72
4 th Term (70%)	20.68	21.36	21.36	22.13	22.92	23.07
3 rd Term (65%)	19.20	19.83	19.83	20.55	21.28	21.42
2 nd Term (60%)	17.72	18.31	18.31	18.97	19.64	19.78
1 st Term (55%)	16.25	16.78	16.78	17.39	18.01	18.13
Material Handler/Pre-Apprentice (50%)	14.77	15.26	15.26	15.81	16.37	16.48
Annual Vacation and Stat. Holiday Pay	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%

Refer to Article 7.100.

Metro Travel Premium

The Metro Travel Premium is payable only within the Lower Mainland/Fraser Valley, Victoria, Duncan, Nanaimo and Courtenay-Campbell River. In these regions, the otherwise applicable hourly wage rate shall be increased by the applicable Metro Travel Premium amount. Annual Vacation Pay and Statutory Holiday Pay shall be calculated on the resulting new total. The Metro Travel Premium is not subject to Overtime premiums or Shift premiums.

* The Journeyman minimum straight time hourly wage rate at the expiry of the 2000-2004 Agreement was \$26.93 per hour.

SCHEDULE "B1"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
ALL PROJECTS

FOREMEN AND JOURNEYPERSONS	June 2/06	May 1/07	Nov. 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>						
Carpentry Workers Benefit Plan	1.545	1.710	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	2.340	2.840	2.840	3.340	3.840	4.090
CMAW Administration Fund	N/A	0.295	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	N/A	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	N/A	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	N/A	N/A	N/A	N/A	N/A
CLJAAC Fund	0.190	0.190	N/A	N/A	N/A	N/A
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130
Association of Wall and Ceiling Contractors	0.010	0.010	0.105	0.105	0.105	0.105
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010
Total Employer Contributions	4.550	5.215	5.215	5.715	6.215	6.465
<u>EMPLOYEE DEDUCTIONS:</u>						
* Field Dues	0.520	0.520	0.520	0.850	TBA	TBA
Local Union Check-Off	Refer to Article 4.702					
Total Employee Deductions	0.520	0.520	0.520	0.850	TBA	TBA
Total Hourly Remittance - Straight Time	5.070	5.735	5.735	6.565	TBA	TBA
1.5x Overtime	5.070	5.735	5.735	6.565	TBA	TBA
2x Overtime	5.070	5.735	5.735	6.565	TBA	TBA

* Field Dues increased from \$0.52 per hour to \$0.83 per hour effective February 1, 2008. This increase is not reflected in the above schedule.

SCHEDULE "B2"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
ALL PROJECTS

APPRENTICES: 5TH TERM, 6TH TERM, 7TH TERM AND 8TH TERM	June 2/06	May 1/07	Nov. 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>						
Carpentry Workers Benefit Plan	1.545	1.710	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	1.755	2.130	2.130	2.505	2.880	3.070
CMAW Administration Fund	N/A	0.295	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	N/A	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	N/A	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	N/A	N/A	N/A	N/A	N/A
CLJAAC Fund	0.190	0.190	N/A	N/A	N/A	N/A
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130
Association of Wall and Ceiling Contractors	0.010	0.010	0.105	0.105	0.105	0.105
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010
Total Employer Contributions	3.965	4.505	4.505	4.880	5.255	5.445
<u>EMPLOYEE DEDUCTIONS:</u>						
* Field Dues	0.520	0.520	0.520	0.850	TBA	TBA
Local Union Check-Off	Refer to Article 4.702					
Total Employee Deductions	0.520	0.520	0.520	0.850	TBA	TBA
Total Hourly Remittance - Straight Time	4.485	5.025	5.025	5.730	TBA	TBA
1.5x Overtime	4.485	5.025	5.025	5.730	TBA	TBA
2x Overtime	4.485	5.025	5.025	5.730	TBA	TBA

* Field Dues increased from \$0.52 per hour to \$0.83 per hour effective February 1, 2008. This increase is not reflected in the above schedule.

SCHEDULE "B3"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
ALL PROJECTS

APPRENTICES: 1ST TERM, 2ND TERM, 3RD TERM AND 4TH TERM	June 2/06	May 1/07	Nov. 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>						
Carpentry Workers Benefit Plan	1.545	1.710	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	1.290	1.560	1.560	1.840	2.110	2.250
CMAW Administration Fund	N/A	0.295	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	N/A	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	N/A	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	N/A	N/A	N/A	N/A	N/A
CLJAAC Fund	0.190	0.190	N/A	N/A	N/A	N/A
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130
Association of Wall and Ceiling Contractors	0.010	0.010	0.105	0.105	0.105	0.105
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010
Total Employer Contributions	3.500	3.935	3.935	4.215	4.485	4.625
<u>EMPLOYEE DEDUCTIONS:</u>						
* Field Dues	0.520	0.520	0.520	0.850	TBA	TBA
Local Union Check-Off	Refer to Article 4.702					
Total Employee Deductions	0.520	0.520	0.520	0.850	TBA	TBA
Total Hourly Remittance - Straight Time	4.020	4.455	4.455	5.065	TBA	TBA
1.5x Overtime	4.020	4.455	4.455	5.065	TBA	TBA
2x Overtime	4.020	4.455	4.455	5.065	TBA	TBA

* Field Dues increased from \$0.52 per hour to \$0.83 per hour effective February 1, 2008. This increase is not reflected in the above schedule.

SCHEDULE "B4"
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS
ALL PROJECTS

MATERIAL HANDLERS/PRE-APPRENTICES	June 2/06	May 1/07	Nov. 1/07	May 1/08	May 1/09	Apr. 1/10
<u>EMPLOYER CONTRIBUTIONS:</u>						
Carpentry Workers Benefit Plan	1.545	1.710	1.710	1.710	1.710	1.710
Carpentry Workers Pension Plan	N/A	N/A	N/A	N/A	N/A	N/A
CMAW Administration Fund	N/A	0.295	0.295	0.295	0.295	0.295
CMAW Training Fund	N/A	N/A	0.095	0.095	0.095	0.095
Carpenters Administration Fund	0.195	N/A	N/A	N/A	N/A	N/A
Provincial Organizing Fund	0.100	N/A	N/A	N/A	N/A	N/A
CLJAAC Fund	0.190	0.190	N/A	N/A	N/A	N/A
CLR Contract Administration Fund	0.130	0.130	0.130	0.130	0.130	0.130
Association of Wall and Ceiling Contractors	0.010	0.010	0.105	0.105	0.105	0.105
Rehabilitation Plan	0.020	0.020	0.020	0.020	0.020	0.020
Jurisdictional Assignment Plan	0.010	0.010	0.010	0.010	0.010	0.010
BCBCBTU Fund	0.010	0.010	0.010	0.010	0.010	0.010
Total Employer Contributions	2.210	2.375	2.375	2.375	2.375	2.375
<u>EMPLOYEE DEDUCTIONS:</u>						
* Field Dues	0.520	0.520	0.520	0.850	TBA	TBA
Local Union Check-Off	Refer to Article 4.702					
Total Employee Deductions	0.520	0.520	0.520	0.850	TBA	TBA
Total Hourly Remittance - Straight Time	2.730	2.895	2.895	3.225	TBA	TBA
1.5x Overtime	2.730	2.895	2.895	3.225	TBA	TBA
2x Overtime	2.730	2.895	2.895	3.225	TBA	TBA

* Field Dues increased from \$0.52 per hour to \$0.83 per hour effective February 1, 2008. This increase is not reflected in the above schedule.

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

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

(1) **AWCC**

Association of Wall and Ceiling Contractors

(2) **BCBCBTU**

Bargaining Council of British Columbia Building Trade Unions

(3) **BCYT**

British Columbia and Yukon Territory Building and Construction Trades Council

(4) **CLJAAC**

Carpenter Lather Joint Advisory and Apprenticeship Committee

(5) **CLR**

Construction Labour Relations Association of B.C.

(6) **CMAW**

Construction, Maintenance and Allied Workers Bargaining Council, acting on behalf of its affiliated Locals.

(7) **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.

(8) **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.

(9) **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).

(10) **Hours Earned**

(a) 1 straight time hour = 1 hour earned

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

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

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

(11) Hours Worked

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

(12) Industrial Construction

- (a) Shall include as examples: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; and breweries, etc. (*Refer to Article 4.303 for special provisions regarding bulk loading terminals and breweries in the Lower Mainland and on Vancouver Island.*)
- (b) On industrial construction projects, any Employee required to work underground shall receive a premium of ten percent (10%) over and above the otherwise applicable minimum hourly wage rate. The foregoing shall not apply to work performed within open ditches or basements of buildings.

(13) LJAC

Lather Joint Advisory Committee

(14) LRB

British Columbia Labour Relations Board

(15) Local

An affiliated Local of the Union.

(16) Local Resident Employee

An Employee who has resided within one hundred (100) kilometres of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time, including ferry travel and road kilometres, for a period of thirty (30) days prior to the commencement of the project.

(17) Metropolitan Area: Courtenay-Campbell River

The general area is from Vancouver Island's east coast, inland to include the built-up area, and between the Buckley Bay ferry terminal on the south and approximately the centre of Middle Bay on the north, and including the southern portion of Quadra Island. The precise area is as drawn on the maps signed by CLR and the Union, and such precise area shall not be expanded, limited or changed in any way by the general area description provided. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

(18) Metropolitan Area: Duncan

The general area is from Vancouver Island's east coast, inland to include the built-up area, with a narrow tongue up the Cowichan River, to include Lake Cowichan and Youbou, and between the height of the Malahat on the south and the northern boundary of Chemainus on the north. The precise area is as drawn on the maps signed by CLR and the Union, and such precise area shall not be expanded, limited or changed in any way by the general area description provided. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS (PAGE 3 OF 3)

(19) Metropolitan Area: Lower Mainland/Fraser Valley

Inclusive of Lions Bay to the west, Hope to the east, and everything in between. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

(20) Metropolitan Area: Nanaimo

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

(21) Metropolitan Area: Victoria

The area south and east of a line drawn from the mouth of Muir Creek to the height of land on the Malahat, including the Saanich Peninsula. Notwithstanding the foregoing, any/all Metropolitan Area(s) may be redrawn upon the mutual agreement of the Union and CLR.

(22) Union

- (a)** Construction, Maintenance and Allied Workers Bargaining Council, acting on behalf of its affiliated Locals. Notwithstanding the foregoing, where the term Union is used within this Agreement, such usage shall be deemed to be inclusive of, and/or applicable to, each/all of the affiliated Locals of CMAW, both collectively and individually.
- (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.

(23) WCB

Workers' Compensation Board of BC

APPENDIX "B" - INDUSTRIAL ROOM AND BOARD STANDARDS

Article 7.401 of the Carpenters Standard Industrial Agreement has been reprinted below for ease of reference purposes. Notwithstanding the foregoing, the second and third sentences of Article 7.401, Option #2 (b) (ii) as they appear below have been modified slightly from how they appear within the Carpenters Standard Industrial Agreement. This has been done intentionally, and the parties agree that the version appearing below shall prevail in the event of a dispute.

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

- 7.401** Each Employee shall select one (1) of the following options prior to commencing work on an out-of-town project, and such selection shall apply for the duration of the Employee's employment on such project. Notwithstanding the foregoing, specialty scaffold contractors are directed to the Scaffold Addendum for an important clarification regarding the choice of options available to scaffold Employees.

The choice of options shall be at the sole discretion of the Employee, and the Employee shall provide the Employer with written notice of their selection upon request. The Employer shall likewise provide a copy of the 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:

Effective June 2, 2006, the Employer shall provide the Employee with a daily lump sum Living Out Allowance (LOA) of \$90.00. Effective May 1, 2007 this amount shall be increased to \$95.00. Effective May 1, 2009 this amount shall be increased to \$100.00.

Option #2:

- (a) Effective June 2, 2006, the Employer shall provide the Employee with a single room plus \$50.00 daily meal allowance. Effective May 1, 2007 this amount shall be increased to \$52.50. Effective May 1, 2009 this amount shall be increased to \$55.00.
- (b) No daily travel time shall be paid to an Employee who selects Option #2, however the following terms and conditions shall be applicable.
- (i) If the Employer provided room is forty (40) road 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 of fifty cents (\$0.50) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary. Such allowance shall be subject to annual adjustments throughout the duration of this Agreement. More specifically, the effective "per road kilometre" amount which shall be payable pursuant to Article 7.401 (b) (ii) shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency. Effective February 1, 2008 such amount shall increase to fifty-two cents (\$0.52) per road kilometre.
- (iii) If the Employee(s) requested to use air travel to the project in accordance with Article 7.302 (b), Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis.
- (iv) If the Employee(s) did not request to use air travel to the project in accordance with Article 7.302 (b), no Employer supplied transportation shall be provided to the Employee(s) to/from the project on a daily basis, and the Employee shall therefore assume all responsibility for travelling to/from the project on a daily basis.
- (v) Notwithstanding any/all contrary provisions of this Agreement, any Employee(s) who makes use of Employer supplied transportation to travel to/from a project shall not be paid a daily travel allowance for that day(s).

**LETTER OF UNDERSTANDING
RE: AFFILIATION**

BY AND BETWEEN:

**Construction, Maintenance and Allied Workers Bargaining Council (CMAW)
(Hereinafter referred to as the "Union")**

AND:

Construction Labour Relations Association of BC (CLR)

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

(Hereinafter referred to as the "Employer")

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Lathers Standard ICI Agreement. All terms and conditions of the Lathers Standard ICI Agreement not superceded in accordance with the foregoing shall apply to this Letter of Understanding.

- (1) The Union shall not be entitled to restrict, in any way, an Employer’s right to perform work on a project site whereon work falling within the jurisdiction of the carpenters and/or carpenter lathers is being performed by individuals who are not members of the Union. Such projects shall hereinafter be referred to as “open shop projects”.
- (2) Item (1) shall apply regardless of:
 - (a) the signatory status or lack thereof of the employer(s) of those individuals who are performing such carpenter and/or carpenter lather jurisdiction work, and/or
 - (b) whether the Employer is a subcontractor of the employer(s) in question, or merely working on the same site as the employees or subcontractor(s) of such employer(s).
- (3) It shall be a violation of the Lathers Standard ICI Agreement for the Union to attempt to exert pressure upon an Employer because such Employer is performing work on an open shop project or has the intention of doing so. In particular, the Union shall not withdraw its members from an open shop project and/or threaten to do so. Nor shall the Union attempt to exert pressure upon an Employer by other means.

SIGNATURE OF PARTIES

Dated this 20th day of May, 2008.

Dated this 21st day of May, 2008.

Signed on behalf of:
Construction Labour Relations Association of BC

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Clyde H Scollan

Jan Noster

Robert Noel

Pat Haggarty

LETTER OF UNDERSTANDING

RE: BREWERIES AND BULK LOADING TERMINALS (LOWER MAINLAND AND VANCOUVER ISLAND)

BY AND BETWEEN:

**Construction, Maintenance and Allied Workers Bargaining Council (CMAW)
(Hereinafter referred to as the "Union")**

AND:

**Construction Labour Relations Association of BC (CLR)
(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")**

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Lathers Standard ICI Agreement. All terms and conditions of the Lathers Standard ICI Agreement not superceded in accordance with the foregoing shall apply to this Letter of Understanding.

- (1) In an attempt to secure work and re-establish a Union presence in the Lower Mainland and on Vancouver Island, when bidding against non Building Trade competition on breweries and bulk loading terminals, the applicable wage rate shall be the Commercial/Institutional wage rate plus an additional five percent (5.0%).
- (2) No enabling request paperwork shall be required.

SIGNATURE OF PARTIES

Dated this 20th day of May, 2008.

Signed on behalf of:
Construction Labour Relations Association of BC

Clyde H Scollan

Robert Noel

Dated this 21st day of May, 2008.

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Jan Noster

Pat Haggarty

LETTER OF UNDERSTANDING
RE: IMPLEMENTATION OF INDUSTRIAL RATE ON COMMERCIAL/INSTITUTIONAL PROJECTS

BY AND BETWEEN:

Construction, Maintenance and Allied Workers Bargaining Council (CMAW)
(Hereinafter referred to as the "Union")

AND:

Construction Labour Relations Association of BC (CLR)
(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)
(Hereinafter referred to as the "Employer")

The parties hereby agree that the following terms and conditions shall supercede any/all contrary application and/or interpretation of the Lathers Standard ICI Agreement. All terms and conditions of the Lathers Standard ICI Agreement not superceded in accordance with the foregoing shall apply to this Letter of Understanding.

- (1) The Industrial wage rate shall be substituted for the Commercial/Institutional wage rate when sixty-five percent (65.0%) of the Commercial/Institutional projects in BC are performed by Employers certified to, or party to a collective agreement with, the Union.
- (2) This will be determined by statistics compiled by using Vancouver Regional Construction Association, Southern Interior Construction Association, Vancouver Island Construction Association, and Northern Construction Association, or their successors, Tender Award Bulletins, based on the number of jobs tendered.
- (3) When the sixty-five percent (65.0%) level is reached in the Commercial/Institutional sector, the Industrial wage rate will apply on jobs tendered after said date.

SIGNATURE OF PARTIES

Dated this 20th day of May, 2008.

Dated this 21st day of May, 2008.

Signed on behalf of:
Construction Labour Relations Association of BC

Signed on behalf of:
Construction, Maintenance and Allied Workers
Bargaining Council

Clyde H Scollan

Jan Noster

Robert Noel

Pat Haggarty