

LABOURERS STANDARD ICI AGREEMENT

By and Between:

**Construction and Specialized
Workers' Union (CSWU) Local 1611**

(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 01, 2010 to April 30, 2014

(Effective on all hours worked from July 01, 2013 onward.)

Table of Contents

Article 1.000	Objects	1
Article 2.000	Effective Date and Duration	1
Article 3.000	Extent	1
Article 4.000	Wages, Holidays and Payroll	2
Article 5.000	Hours of Labour, Shifts and Call Out Time	5
Article 6.000	Overtime	10
Article 7.000	Transportation	11
Article 8.000	Monthly Remittances	15
Article 9.000	Employer Contributions and Employee Deductions	17
Article 10.000	Working Conditions	19
Article 11.000	Hiring and Union Security	21
Article 12.000	Job Stewards and Union Representatives	23
Article 13.000	Room and Board	24
Article 14.000	Health and Safety	26
Article 15.000	Grievance Procedure	27
Article 16.000	CSW Training Society (CSWTS)	28
Article 17.000	Joint Labour/Management Meetings	30
Article 18.000	Management Rights	30
Article 19.000	Savings Clause	30
Article 20.000	Enabling	31
Article 21.000	Foremen and Special Classifications	32
	Signature of Parties	34
Addendums		
	Underground Addendum	35
	Commercial/Institutional Addendum	38

Wage Rates, Premiums and Employee Classifications

Schedule "A"	Industrial Projects	42
Schedule "B"	Underground Projects	43
Schedule "C"	Industrial Projects - Drilling, Blasting, Shoring	44
Schedule "D"	Commercial/Institutional Projects - Drilling, Blasting, Shoring	45
Schedule "E"	Commercial/Institutional Projects	46

Employer Contributions and Employee Deductions

Schedule "F1.1"	Industrial Projects - Effective Date: July 1, 2013	47
Schedule "F1.2"	Industrial Projects - Effective Date: April 1, 2014	48
Schedule "F2.1"	Commercial/Institutional Projects - Effective Date: July 1, 2013	49
Schedule "F2.2"	Commercial/Institutional Projects - Effective Date: April 1, 2014	50
 Appendix "A"	 Apprentice Labourer Program	 51
Appendix "B"	BC Jurisdictional Work Assignment Plan	53
Appendix "C"	Letter of Understanding Re: Meal Breaks	54
Appendix "D"	Definitions and Abbreviations	59
Appendix "E"	Schedule of Statutory Holidays	62
Appendix "F"	List of Signatory Employers	63

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 in full force and effect from and including May 1, 2010 to and including April 30, 2014 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months and not less than two (2) months immediately preceding the date of April 30, 2014 or immediately preceding the last day of April in any year thereafter by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement or a new Agreement.
- 2.200** Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.
- 2.300** The operation of Section 50 (2) and 50 (3) of the *Labour Relations Code* of British Columbia are hereby excluded.
- 2.400** All matters not governed by a specific date of application within this Agreement shall become effective on the date on which this Agreement was ratified by the parties (i.e. the date of ratification of the Industry Main Table Settlement for this round of bargaining).
- 2.500** A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 - EXTENT

3.100 Application and Affiliation

- 3.101** (a) This Agreement shall govern only work which is within the work jurisdiction of the labourer and which is being performed by bargaining unit members who are employees of the Employer on a project and engaged in the classifications listed in Schedules "A" through "E" attached hereto. The work jurisdiction of the labourer shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan.
- (b) All work performed within the work jurisdiction of the labourer shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement.

3.102 Concrete Specialist Classification

Notwithstanding Article 3.101 and/or any/all contrary interpretation of this Agreement, the employee classification of Concrete Specialist shall not be applicable to any signatory employer that is otherwise certified by OPCMIA Local 919 for the work jurisdiction of a cement mason, and/or signatory to a collective agreement with OPCMIA Local 919 which governs the work jurisdiction of a cement mason.

3.200 Subcontracting

Refer to Commercial/Institutional Addendum for exceptions to Article 3.200.

3.201 The terms of this Agreement shall apply to all subcontractors or subcontracts let by the Employer. The Employer agrees to engage only those sub-contractors having an Agreement with the Union, prior to commencing work.

3.202 Notwithstanding Article 3.201, the Employer may subcontract traffic control work outside the Lower Mainland/Fraser Valley to any other employer, regardless of the other employer's signatory status or lack thereof.

3.300 This Agreement shall prohibit the making or carrying out of any plan, scheme, or device which would have the effect of circumventing or defeating any or all of the provisions of this Agreement or depriving any employee of employment.

ARTICLE 4.000 - WAGES, HOLIDAYS AND PAYROLL

4.100 Hourly Wage Rates and Premiums

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

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

Schedule "A" Industrial Projects

Schedule "B" Underground Projects

Schedule "C" Industrial Projects - Drilling, Blasting, Shoring

Schedule "D" Commercial/Institutional Projects - Drilling, Blasting, Shoring

Schedule "E" Commercial/Institutional Projects

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

Agreement.

(c) Refer also to Article 3.102.

4.102 (a) Where an employee works one (1) or more shifts in a higher wage rate classification than that for which he was dispatched, such employee shall be paid in accordance with such higher wage rate classification for such shift(s).

(b) Where an employee works in multiple employee classifications during a shift, such employee shall be paid the applicable hourly wage rate for the actual hours worked in each employee classification.

4.103 An employee shall not be required to work in a lower wage rate classification than that for which he was dispatched, unless such employee agrees to do so in writing, and affixes his signature to such written agreement.

4.200 Annual Vacation and Statutory Holiday Pay

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

4.300 Statutory Holidays

4.301 Refer to Commercial/Institutional Addendum for exceptions to Article 4.301.

The following statutory holidays shall apply to all work governed by this Agreement. Refer also to Article 5.203 and Appendix "E".

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

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

4.400 Payment of Wages

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

4.401 The Employer shall, at least every second Friday, pay to each employee all wages earned by the employee to a day not more than five (5) working days prior to the

date of payment, provided that if a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Notwithstanding the foregoing, on projects where two (2) or more shifts are required, the second and third shift shall be paid at least every second Thursday.

- 4.402** (a) Payment of wages shall be made during working hours. Where a payroll is not met within the prescribed time, unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until payment of wages or other arrangements are made.
- (b) Payment of wages may be made by cheque or electronic deposit. Cheque statements may be provided electronically via secure internet/email.
- (c) The provisions of Article 8.300 shall also apply to the delinquent payment of wages.
- 4.403** (a) In the event that an employee ceases to be an employee of the Employer, for any reason, the Employer shall pay such employee all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing not later than the next day after the date of the cessation of employment.
- (b) If a pay office is not established at the project concerned, then alternative arrangements shall be made with the employee. These arrangements shall include suitable financial arrangements to enable such employee to reach his point of hire, and in the event that such suitable financial arrangements include an advance of cash, such advance shall be deducted from the employee's final pay cheque which shall be mailed to the employee not later than the following working day, to an address designated by the employee.
- 4.404** (a) Notwithstanding any/all contrary interpretation of this Agreement, in the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.
- (b) Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Employer and shall receive his usual wages and conditions until there is compliance with the conditions.
- 4.405** The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the number of hours at straight time rates and at overtime rates, for each classification worked and the total deductions from the amount earned.

4.500 Bonding, Payroll Failures and Out of Province Firms

- 4.501** Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to twenty five thousand dollars (\$25,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.
- 4.502** Where there have been instances of payroll failures by an Employer, or the principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to:
- (a) inspect such Employer's payroll, and/or
 - (b) require the posting of a suitable bond, and/or
 - (c) require that payment of wages and other payroll requirements be made by cash or certified cheque.
- 4.503** Any Employer whose head office is located outside of BC shall establish a payroll office in Canada.

4.600 New Employee Classifications

- 4.601** In the event any type of equipment or work methods is introduced which is not included in the list of classifications contained in Schedules "A" through "E" attached hereto, the parties shall promptly negotiate a wage rate for such equipment or work method.
- 4.602** Every effort shall be made to conclude negotiations within fifteen (15) calendar days, but in any event, the rate established shall be retroactive to the day notice, in writing, is given by either party to commence negotiations.
- 4.603** In the event of disagreement, the question of a rate to be paid shall be referred to arbitration in accordance with Article 15.000.

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

5.100 Regular Hours

- 5.101** Eight (8) hours shall constitute the regular work day and five (5) days, forty (40) hours shall constitute the regular work week.
- 5.102** Refer to Commercial/Institutional Addendum for exceptions to Article 5.102.
- The regular work week shall be between 8:00 am Monday and 5:00 pm Friday,

and the regular work day shall be as per the following schedule:

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

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

5.103 Starting and Stopping Times

Refer to Commercial/Institutional Addendum for exceptions to Article 5.103.

Notwithstanding any/all contrary provisions of this Agreement:

- (a) The starting and stopping time on a project may be varied by one (1) hour earlier or later than the normal 8:00 am start at the Employer's discretion. All employees working on the same shift are not required to have the same starting and stopping time.
- (b) The starting and stopping times shall be at the tool lockup or lunch room (for non camp projects).

5.104 General Provisions

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

5.200 Compressed Work Week

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

5.201 Hours of Work

Refer to Commercial/Institutional Addendum for exceptions to Article 5.201.

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

5.202 Overtime

Refer to Commercial/Institutional Addendum for exceptions to Article 5.202.

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

5.203 Statutory Holidays

All statutory holidays which occur during a compressed (or alternate) work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

5.300 Shifts

Refer to Commercial/Institutional Addendum for exceptions to Article 5.300.

5.301 Scheduling

- (a) The Employer may schedule an afternoon and/or night shift if/as required. It shall not be necessary for there to be a day shift in order for there to be an afternoon and/or a night shift.
- (b) Two (2) consecutive days shall be necessary to constitute an afternoon shift and three (3) consecutive days shall be necessary to constitute a night shift. Notwithstanding the foregoing, there shall be no minimum number of consecutive days necessary to constitute an afternoon shift and/or night shift on an industrial "shut down" project.

5.302 Shifts and Related Premiums

The Employer shall pay a shift premium over and above the otherwise applicable minimum straight time hourly wage rate to any Construction Craft Labourer who is employed on an afternoon or night shift. The minimum straight time hourly wage rate applicable for all Apprentice Labourers shall be recalculated accordingly. (For example, if an Apprentice Labourer is being paid 60% of a Labourer, such Apprentice shall receive 60% of the applicable shift premium.) Such shift premium shall be paid in accordance with the following schedule.

Day Shift	No shift premium.
Afternoon Shift	Six dollars (\$6.00) per hour worked (i.e. the same amount is payable on both straight time and overtime hours) 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	Six dollars (\$6.00) per hour worked (i.e. the same amount is payable on both straight time and overtime hours) on any shift which commences between 8:30 pm and before 1:01 am. Second and subsequent meal breaks are not considered to be hours worked.

Notwithstanding any contrary interpretation of the foregoing schedule:

- > A shift commencing at 3:30 pm shall be deemed to be an afternoon shift and a shift commencing at 8:30 pm shall be deemed to be a night shift.
- > Overtime on afternoon and night shifts shall be payable for all hours of work performed in excess of eight (8) hours per shift.
- > No shift premium shall be payable for work performed on a Saturday, Sunday or statutory holiday.
- > No holiday pay shall be payable on a shift premium.

5.400 Call Out Time

- 5.401** When an employee is called out for work and no work is performed, such employee shall be paid four (4) hours at the otherwise applicable straight time or overtime hourly rate. Notwithstanding the foregoing, in the case of inclement weather such employee shall be paid only two (2) hours at the otherwise applicable straight time or overtime hourly rate.
- 5.402** (a) When an employee is called out for work and work is performed, such employee shall be paid a minimum of four (4) hours at the otherwise applicable straight time or overtime hourly rate unless:
- (i) the employee did not report to the project site in a competent condition to carry out his duties, and/or
 - (ii) adequate notice to not to report for work was provided. Adequate notice shall be defined as two (2) hours notice prior to starting time where camps are not maintained, with such notice to be by telephone or pre-arranged radio broadcast, and one (1) hours notice prior to starting time where camps are maintained.
- (b) Each employee shall provide the Employer with his telephone number where he may be reached, and the Employer shall fulfil the notice obligations of Article 5.402 (a) (ii) by contacting that telephone number.
- 5.403** When an employee works in excess of four (4) hours but less than eight (8) hours in any one shift, such employee shall be paid eight (8) hours at the otherwise applicable straight time or overtime hourly rate. Notwithstanding the foregoing, an employee shall not be eligible to be paid for greater than the actual hours worked if such employee is not available for work and/or the owner's engineer suspended work due to inclement weather.
- 5.404** When an employee reports at the request of the Employer and performs work at overtime rates prior to such employee's regular starting time, such time shall be considered as overtime only and shall not be considered in calculating his daily minimums in accordance with Article 5.400.

5.500 Rest Breaks

- 5.501** Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. 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.
- 5.502** Notwithstanding Article 5.501, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. 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.

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

5.600 Meal Breaks

5.601 Regularly Scheduled Shifts of Ten (10) Hours or Less

One (1) meal break of one-half (½) hour shall be provided on all scheduled shifts of ten (10) hours or less. Such meal break shall be scheduled as near as is practical to the mid-point of the shift and shall not be considered as time worked.

5.602 Shifts in Excess of Ten (10) Hours

- (a) 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.
- (b) Refer to Appendix "C" for the parties' Letter of Understanding Re: Meal Breaks for details. Notwithstanding the foregoing, such Letter of Understanding shall not apply on Underground projects.

ARTICLE 6.000 - OVERTIME

6.100 Definition

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

6.101 All hours worked outside of the regular hours, or the accepted variations thereof, and outside the established shift hours, shall be considered overtime until a break of eight (8) hours occurs, and shall be paid for at the applicable overtime rates.

6.102 It shall be an accepted variation if working hours have been changed to obey fire prevention regulations made under the *Forest Act* and/or the *Forest Practices Code of BC Act*.

6.103 Overtime shall be computed daily in units of not less than fifteen (15) minutes. For purposes of calculation, any portion of fifteen (15) minutes shall be considered as fifteen (15) minutes.

6.200 Premium

Refer to Commercial/Institutional Addendum for exceptions to Article 6.200.

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

ARTICLE 7.000 - TRANSPORTATION

7.100 Initial and Terminal Travel Allowance

Refer to Commercial/Institutional Addendum for exceptions to Article 7.100.

7.101 The Employer shall pay an initial and terminal travel allowance of fifty-four cents (\$0.54) per road kilometre to any employee who is directed or dispatched to an out-of-town project. Such allowance shall be:

- (a) payable each way, and the distance travelled shall be calculated from the employee's residence to the project via the most direct route.
- (b) subject to annual adjustments throughout the duration of this Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.

Refer to Article 7.102 for further clarification and exceptions.

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

(a) Ferry Fares and Tolls

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. Such ferry fares shall be limited to one (1) standard length/height vehicle plus driver, each way. Tolls shall not be a reimbursable expense.

(b) Air Travel

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

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

not direct an employee to fly "standby".

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

(c) Standard "Lump Sum" Amount Option

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

(d) Timing of Payment

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

(e) Termination of Employment

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

(f) Lack of Work

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

7.200 Daily/Local Travel

Refer to Commercial/Institutional Addendum for exceptions to Article 7.200.

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

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

(b) Such allowance shall be payable in accordance with the following schedule. Refer also to Article 7.203.

First forty (40) road kilometres, each way, each day	not applicable
All additional road kilometres, each way, each day	\$0.54 per km

7.203 Notwithstanding any/all contrary provisions of this Agreement, the daily travel allowance amount of fifty-four cents (\$0.54) per road kilometre shall be subject to annual adjustments throughout the duration of this Agreement. As a result, the effective "per road kilometre" amount which shall be payable pursuant to Article 7.202 shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

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

7.300 Camps

Refer to Commercial/Institutional Addendum for exceptions to Article 7.300.

7.301 Marshalling Points

(a) On camp projects, no walking time shall be paid up to 2,500 feet from the work site. Beyond 2,500 feet, up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time shall be paid at prevailing rates for time in excess of thirty (30) minutes.

(b) Where camps are maintained, it is understood and agreed that the period from the time of departure from the marshalling point in the camp area until the time of return to that point on conclusion of work, excluding the meal period where applicable, shall be paid at the applicable straight time or overtime hourly wage rate.

(c) The matter of provision on transport shall be at the Employer's discretion.

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

7.400 Metro Travel

Article 7.400 shall not apply to Commercial/Institutional projects.

- 7.401** A Metro Travel premium of seventy-five cents (\$0.75) per hour worked, plus holiday pay, shall be paid to all employees employed in the Lower Mainland/Fraser Valley. Such premium shall be paid regardless of the employee's place of residence.

- 7.402** The applicable daily travel allowance shall apply on all industrial projects located outside of the Lower Mainland/Fraser Valley.

7.500 Periodic Leave

Refer to Commercial/Institutional Addendum for exceptions to Article 7.500.

- 7.501** (a) On out-of-town projects of over fifty (50) calendar days duration, a periodic leave shall be made available to employees every forty (40) calendar days.
- (b) When leave is desired in accordance with Article 7.501 (a), an allowance for periodic leave shall be provided by the Employer on a "use it or lose it" basis, in accordance with the following formula. Such allowance shall be paid only once for each periodic leave.

0 km to 249 km	n/a
250 km to 500 km	\$ 175.00
501 km to 750 km	\$ 275.00
751 km to 1,000 km	\$ 375.00
over 1,000 km	\$ 475.00

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

- 7.502** (a) The duration of such periodic leave shall be for a minimum of five (5) days to a maximum of one (1) week, or such other number of days as may be mutually agreed between the Employer and the employee.
- (b) The timing of such periodic leave shall be decided by mutual agreement. In no event shall an employee receive leave unless he actually returns to his place of residence. Living Out Allowances shall not be paid during leave periods.
- 7.503** (a) For the purposes of Article 7.500, the term "out-of-town project" shall be defined as meaning any project that is accessible by air or boat only,

excluding ferries, or is greater than three hundred and twenty (320) kilometres and/or four (4) hours travel, including ferry travel, to the transportation terminal nearest the employee's residence.

- (b) Employees residing within these limits shall be entitled to a mutually agreed leave of absence, at no cost to the Employer, of five (5) or seven (7) calendar days, to be arranged between the employee and Employer subject to the same qualifiers provided in the periodic leave.

7.504 Employees qualifying for leave shall return to the transportation terminal nearest the employee's residence. Notwithstanding the foregoing, employees from union locals other than CSWU Local 1611 shall return to their point of dispatch within the province of BC.

7.505 There shall be no cash payment in lieu of periodic leave, unless otherwise mutually agreed between the Union and the Employer.

7.506 Interpretations contained within Article 7.500 shall not be applied to any other provision contained within this Agreement.

ARTICLE 8.000 - MONTHLY REMITTANCES

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

8.100 General Provisions

8.101 The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement, on behalf of those employees working under the terms of this Agreement. Refer to the applicable Schedule "F" attached hereto.

8.102 Such Employer remittance shall:

- (a) be made by a single payment, payable to CSW Medical and Benefit Plan of BC, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
- (b) be accompanied by a correctly completed Remittance Report Form, and
- (c) be received by the Union not later than the fifteenth (15th) day of the month following that for which such payments are payable, and
- (d) identify whether the minimum straight time hourly wage rate being paid to an Apprentice Labourer and/or Apprentice Concrete Specialist is less than \$18.50 per hour, or greater than or equal to \$18.50 per hour. (The Union shall modify the Remittance Report Form to accommodate such information.)

With the mutual agreement of the Union, the Employer may electronically process the payment of its monthly remittance and/or the submission of its monthly Remittance Report Form.

- 8.103** The CSW Medical and Benefit Plan shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed. No administrative fee or handling fee shall be deducted prior to allocation and/or distribution.

8.200 "Nil" Reports

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

8.300 Delinquent Remittance

- 8.301** In the event the Employer fails to remit Employer contributions and employee deductions in the manner set forth in Article 8.000, such Employer shall be deemed to be delinquent and the Union shall notify the Employer accordingly, in writing.
- 8.302** A meeting between the Union and the Employer shall take place within three (3) working days of the Employer receiving a notice of delinquent payment from the Union.
- 8.303** In the event the matter is not resolved as a result of the meeting between the Union and Employer, the Union may, at its sole discretion, thereafter require payment by the Employer of all monies (wages, annual vacation and statutory holiday pay, Employer contributions, etc.) owing on a daily, weekly or bi-weekly basis. Alternatively, the Union may, at its sole discretion, also impose a ten percent (10%) penalty of the amount of the delinquent payment, and/or withdraw its members from the Employer's project(s). Any/all such action by the Union shall not contravene the terms of this Agreement.

8.400 Remittance Report Forms

The Union shall supply Employers with the Remittance Report Forms, and the Union shall bear the cost of producing such Forms except in accordance with Article 9.103 (d).

ARTICLE 9.000 - EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS

All rates and schedules contained within this Agreement shall not be changed during the life of this Agreement without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

9.100 Employer Contributions**9.101 CSW Medical and Benefit Plan of BC**

- (a) The Employer shall contribute the required amount to the CSW Medical and Benefit Plan of BC in the manner set forth in Article 8.000. The required amount, and the effective date applicable thereto, shall be as stipulated within the applicable Schedule "F" attached hereto.
- (b) The Employer contribution to the CSW Medical and Benefit Plan of BC shall be distributed, at the sole discretion of the Union, between the Health and Welfare Plan component and the Pension Plan component. CLR shall be advised, in writing, prior to any/every change in distribution.

9.102 BC Labourers Advancement Fund

The Employer shall contribute forty-five cents (\$0.45) per hour to the BC Labourers Advancement Fund in the manner set forth in Article 8.000 and the applicable Schedule "F" attached hereto.

9.103 Contract Administration Fund

- (a) The Employer shall contribute twelve cents (\$0.12) per hour, inclusive of GST, to the Contract Administration Fund in the manner set forth in Article 8.000 and the applicable Schedule "F" attached hereto. CLR may alter this amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the Contract Administration Fund and received in accordance with the applicable Employer monthly remittance report form. Such payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.
- (c) A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.
- (d) Any cost incurred by the CSW Medical and Benefit Plan of BC with respect to having to change the Employer monthly remittance report form, as a direct result of a change in the Contract Administration Fund contribution amount

shall be borne by CLR.

9.104 Rehabilitation Plan Fund

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

9.105 Jurisdictional Assignment Plan

(a) Refer to Appendix "B".

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

9.106 BCBCBTU Fund

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

9.200 Employee Deductions

The Union shall provide the Employer with not less than thirty (30) days' notice of a change in any of the following deduction amounts.

9.201 Union Dues

The Employer shall deduct Union Dues from each employee, on a monthly, weekly and/or hourly basis, and shall forward such deductions in the manner set forth in Article 8.000 and the applicable Schedule "F" attached hereto. The Union Dues deduction amount(s) shall be as directed by the Union.

9.202 CSW Training Society

The Employer shall deduct thirty-five cents (\$0.35) per hour from each employee and shall forward such deductions to the CSW Training Society in the manner set forth in Article 8.000 and the applicable Schedule "F" attached hereto.

9.203 BCYT Fund

The Employer shall deduct ten cents (\$0.10) per hour from each employee and shall forward such deductions to the BCYT Fund in the manner set forth in Article 8.000 and the applicable Schedule "F" attached hereto.

9.204 Coalition of BC Building Trades

The Employer shall deduct two cents (\$0.02) per hour from each employee and shall forward such deductions to the Coalition of BC Building Trades in the manner set forth in Article 8.000 and the applicable Schedule "F" attached hereto.

9.205 Canadian Building Trades

The Employer shall deduct one cent (\$0.01) per hour from each employee and shall forward such deductions to the Canadian Building Trades in the manner set forth in Article 8.000 and the applicable Schedule "F" attached hereto.

ARTICLE 10.000 - WORKING CONDITIONS

10.100 Harassment

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

10.200 Project Facilities**10.201 Toilets**

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

10.202 Drinking Water

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

10.203 Telephone Access

A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a personal cell phone or smart phone during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for termination.

10.204 Hand Cleaner

The Employer shall provide hand cleaner and paper towels.

10.300 Lockup

- 10.301** A lockup shall be provided for labourers, for drying clothes, and for use as a dressing room, as well as a lunch room.
- 10.302** Such lockup shall have tables and benches with provision for drying clothes and shall be of an adequate size to allow a minimum of twelve (12) square feet per employee. It shall also have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day.
- 10.303** The Employer shall be responsible for having the lockup cleaned out daily and kept clear of building material and other construction paraphernalia.

10.400 Vehicles and Licences

- 10.401** The Employer shall pay the cost for employees obtaining any/all operator licenses other than those required under the *Motor Vehicle Act*.
- 10.402** No employee shall be permitted to use his own motor vehicle in a manner which is unfair to other employees and/or Union members, or is contrary to the best interests of the Union.

10.500 Medical Attention

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

10.600 Insurance

- 10.601** The Employer shall protect the value of an employee's work clothes to a total of three hundred dollars (\$300.00) in case of fire or burglary.
- 10.602** Notwithstanding Article 10.601, an employee shall not be entitled to such protection unless such employee has filed an inventory of clothing with the Employer. The Employer shall supply the required forms and secure the inventory from each employee. The employee shall receive a signed copy of the inventory from the Employer. Coverage shall commence at the date of the filing of the inventory with the Employer.

10.700 Termination Slip

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

ARTICLE 11.000 - HIRING AND UNION SECURITY

11.100 Dispatch

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

11.200 Hiring

Refer to Commercial/Institutional Addendum for exceptions to Article 11.200.

Notwithstanding any/all contrary interpretation of this Agreement, the Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work. Notwithstanding the foregoing, if such right is exercised, the Employer shall provide the Union with a letter or email outlining the reason(s) an individual was not suitable, upon receiving a written request from the Union to do so.

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

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

(b) Employees hired in accordance with Article 11.202 (a) shall have fourteen (14) calendar days in which to make application for Union membership, or shall be replaced by a Union member when available.

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

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

11.204 When employees are hired as provided herein, they shall be considered an employee of the Employer and shall be entitled to all employee benefits.

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

11.206 The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the

"Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

11.300 Name Request

- 11.301** Notwithstanding any/all contrary interpretation of this Agreement, there shall be no restrictions/limitations on the Employer's right to hire Union members via name request.
- 11.302** The Union shall process an Employer's "name request" hiring of a Union member provided the Union is first notified of the Employer's intention to name request such member and provided the member is "booked in" as available for work with the Union. Any employee who subsequently quits working for an Employer after having been name requested by such Employer shall not be eligible to be re-employed on the same project. In order to qualify for a name request, a Union member must first obtain a clearance from the Union.

11.400 Transfer Between Projects

- 11.401** There shall be no restrictions/limitations on the Employer's right to transfer an employee(s) from one (1) project to another throughout the province. When a non local resident employee(s) is transferred between two (2) out-of-town projects, fifty-four cents (\$0.54) per road kilometre shall be paid to the non local resident employee from the point of dispatch to the first project as an initial travel allowance, and from the first project to the second project, one (1) way, and from the second project back to the point of dispatch as a terminal travel allowance.
- 11.402** Notwithstanding Article 11.401, the amount of fifty-four cents (\$0.54) per road kilometre shall be subject to annual adjustments throughout the duration of this Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.

11.500 Union Security

- 11.501 (a)** The Union reserves the right to render assistance to other labour organizations.
- (b)** Refusal on the part of Union members to work with non union employees shall not be deemed to be a breach of this Agreement. (Refer also to Article 11.504.)
- 11.502** The Union reserves the right to refuse to work with employees who are not members of the Union and who are performing work coming under the jurisdiction of LIUNA. (Refer also to Article 11.504.)
- 11.503** Subject to reasonable notice given to the Employer, it shall not be a violation of

this Agreement for the Union to withdraw its members from a project(s) for refusal on the part of Union members to handle any materials, equipment, or product declared unfair by Building Trades' Councils; or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.

11.504 Notwithstanding any/all contrary provisions of this Agreement:

- (a) The Union shall not restrict, in any way, an Employer's right to perform work on a project site whereon work falling within the work jurisdiction of the labourer is being performed by another employer with employees who are not members of the Union.
- (b) Article 11.504 (a) shall apply regardless of:
 - (i) the signatory status or lack thereof of the employer(s) of those individuals who are performing work falling within the work jurisdiction of the labourer, and/or
 - (ii) whether the Employer is a subcontractor of the employer(s) in question, or merely working on the same site as the employees or subcontractor(s) of such employer(s).
- (c) It shall be a violation of this Agreement for the Union to attempt to exert pressure upon an Employer because such Employer is performing work on such a project site. The Union shall not withdraw its members from such a project site and/or threaten to do so.

ARTICLE 12.000 - JOB STEWARDS AND UNION REPRESENTATIVES

12.100 Job Stewards

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

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

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

12.104 The Union shall be notified, in writing, within forty-eight (48) hours if a Job Steward is discharged for cause, and such cause shall be stated in the reasons.

12.200 Business Representatives

12.201 Union Business Representatives shall have access to all projects governed by this Agreement in the carrying out of their regular duties, after first notifying the Employer, however in no way shall such representative(s) interfere with the employees during working hours unless permission is granted.

12.202 The Employer shall provide the Union Business Representative, upon request, with the names of the Employer's employees and sub-contractors on the project.

ARTICLE 13.000 - ROOM AND BOARD

13.100 Room and Board Allowance

Refer to Commercial/Institutional Addendum for exceptions to Article 13.100.

13.101 Article 13.100 shall apply to employees who are not local residents of the area where the work is being performed, or is to be performed.

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

Option #1:

Effective July 1, 2013, the Employer shall provide the employee with a daily lump sum Living Out Allowance (LOA) of \$125.00.

Option #2:

(a) Effective July 1, 2013, the Employer shall provide the employee with a single room plus \$62.50 daily meal allowance.

(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-four cents (\$0.54) per road kilometre shall be paid, each way, to/from the forty (40) kilometre boundary. Such allowance shall be subject to annual adjustments throughout the duration of this Agreement. More specifically, the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency shall be paid.

- (iii) If the employee(s) requested to use air travel to the project in accordance with Article 7.102 (b), Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis.
- (iv) If the employee(s) did not request to use air travel to the project in accordance with Article 7.102 (b), no Employer supplied transportation shall be provided to the employee(s) to/from the project on a daily basis, and the employee shall therefore assume all responsibility for 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).

13.200 Camp Accommodation

13.201 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.

13.202 Unless otherwise arranged at pre-tender and/or pre-job conference, on projects where a camp is provided employees shall occupy the camp, and room and board shall be supplied in such camp seven (7) days a week, at no cost to the employee.

13.300 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.

13.301 The employee must turn in his meal ticket or sign a checkout in advance.

13.302 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.

ARTICLE 14.000 - HEALTH AND SAFETY

14.100 Workers Compensation Act

- 14.101** The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the *Workers Compensation Act* and any refusal on the part of an employee to work in contravention of such Regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.
- 14.102** Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for discipline up to and including dismissal. Employees shall abide by any/all project site rules at all times. Failure to do so shall constitute just cause for discipline up to and including termination.
- 14.103** Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided. The operator of a vehicle or piece of equipment may refuse to drive or operate such vehicle or equipment if, in the opinion of such employee, there is any reasonable doubt as to the safety of the unit, or if he feels it is improperly loaded. Such employee may not be ordered to operate said vehicle or equipment until he has been satisfied any defects have been corrected.

14.200 Project Inspections

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

14.300 Safety Committee Meetings

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

14.400 Protective Clothing

The employee is responsible for providing clothing needed for protection against the natural elements, general purpose work gloves and appropriate footwear, including safety footwear. The Employer shall provide, at no cost to the employee, safety headgear and all other items of personal protective equipment required pursuant to WSBC regulations. The Employer may deduct the cost of Employer supplied personal protective equipment from an employee's pay cheque if such equipment is not returned.

14.500 Drug & Alcohol Policy

The parties agree to be bound by the Drug & Alcohol Policy Committee decisions relative to the Construction Industry Substance Abuse Testing and Treatment Program Policy including

with respect to implementation of an Employee Family Assistance Program (EFAP).

ARTICLE 15.000 - GRIEVANCE PROCEDURE

- 15.100** It is the spirit and intent of this Agreement, in accordance with Article 1.000 (Objects), to resolve all employee or Employer grievances promptly and wherever possible, within the industry.
- 15.200** If there should arise any difference between the parties to, or the persons bound by this Agreement, concerning interpretation, application, operation, or any alleged violation hereof, or concerning discharge of any employee which may be alleged to be unjust, and including any question as to whether any matter is arbitrable, such difference shall be resolved without stoppage of work in the following manner.
- 15.201** The Job Steward or Union Business Representative shall first discuss the difference with the Foreman, Superintendent, or the Employer, in that order, in an effort to resolve the matter on the project.
- 15.202** (a) If the difference is not resolved on the project, the aggrieved party must submit the matter complained of, in writing, to the other party within thirty (30) days of its occurrence, excepting that in the matter of discharge, such grievance must be submitted, in writing, within fifteen (15) days of occurrence, or in every case, the matter shall be deemed to be waived.
- (b) Notwithstanding Article 15.202 (a), the time limits specified therein shall not apply to the failure of an Employer to remit Employer contributions and/or employee deductions required in accordance with this Agreement. Such failure may be grieved at any time.
- 15.203** (a) In the event a grievance is not resolved within seven (7) days of submission of such grievance to the other party, in writing, then each party shall, within five (5) days, appoint a representative to a Board of Arbitration.
- (b) The two (2) appointees shall, within five (5) days of appointment, agree upon a person to act as Chair of the Board of Arbitration, but failing to do so within this time, they shall jointly request the LRB to appoint such Chair.
- (c) The Board of Arbitration shall, within ten (10) days, or such extended period as may be mutually agreed by the parties, hear the parties and render a decision which shall be final and binding.
- (d) The fees and expenses of the Chair of the Board of Arbitration shall be borne equally by the parties to the grievance.
- 15.204** In the event a matter of discharge has not been referred to a Board of Arbitration within seven (7) days of its receipt, in writing, then the matter shall be deemed to be waived.

15.300 Notwithstanding any/all contrary provisions of Article 15.200, the parties reserve the right to mutually agree on an alternative grievance resolution process (including a single arbitrator, industrial grievance panel, or construction unions resolution board), in which case the associated fees and expenses of such alternative process shall be borne equally by the parties to the grievance.

ARTICLE 16.000 - CSW TRAINING SOCIETY (CSWTS)

16.100 Application and Interpretation

16.101 The Union shall ensure that the Constitution and Bylaws of the CSW Training Society (CSWTS) remain consistent with this Agreement.

16.102 The Union recognizes and agrees that this Agreement, by and between the Union and CLR, is paramount in the labour relationship between the parties and takes priority over the CSWTS Constitution and Bylaws and the internal rules and policies of the CSWTS.

16.103 Actions taken by the CSWTS shall not alter the content, interpretation and/or governance of this Agreement or the obligation of the parties to collectively bargain such actions or matters. Such actions or matters include, but are not limited to:

- (a) dispatch and hiring provisions, and/or
- (b) employment ratios, and/or
- (c) the continued existence, development, implementation, operation, and/or application of an apprentice labourer program and/or craft labourer program and/or any similar program or initiative, regardless of name, which may be implemented to train and/or develop labourers, and/or
- (d) the development and/or implementation of curriculum for an apprentice labourer program and/or craft labourer program and/or any similar program or initiative, regardless of name, which may be implemented to train and/or develop labourers, and/or
- (e) the indenturing of apprentices and/or trainees and any/all entry and/or advancement criteria (i.e. recruitment, screening, selection, slotting, etc.), applicable thereto, and/or
- (f) the administering of training courses required for advancement from one employee classification to another, and/or
- (g) the definition and/or application of existing or new employee classifications, including issues related to grandfathered status, and/or
- (h) government designation of an Apprentice Labourer and/or Craft Labourer

classification and/or training program.

16.200 CSWTS Employer Advisory Committee (EAC)

- 16.201** The CSWTS Employer Advisory Committee (EAC) shall consist of up to six (6) representatives all to be appointed at the sole discretion of CLR. The EAC representatives must be a CLR signatory employer and may include up to one (1) CLR representative. Such appointments shall be for an indefinite period, and CLR reserves the right to alter its appointment(s) at any time, and for any reason(s). CLR shall provide written notice to the Union of all EAC appointments and/or changes in appointments.
- 16.202** (a) The Union shall ensure that the CSWTS provides reasonable opportunity for meetings with the EAC a minimum of two (2) times per calendar year, and, without limiting the generality of the foregoing, will provide at least thirty (30) calendar days notice of such meetings. Such meetings shall be distinct, and in addition to the regular business meetings of the CSWTS, and shall allow the parties to participate in a meaningful consultative process and to discuss any/all training related matters relevant to the operation of the CSWTS.
- (b) The CSWTS has no formal obligation to implement recommendations of the EAC, however, the Union shall ensure that the CSWTS gives full, reasonable, and good faith consideration to EAC input in the Society's decision making process and when developing the Society's business model.
- (c) The EAC shall have no liability with respect to the decisions and/or actions of the Union and/or the CSWTS, including actions for recommendations and input by the EAC, and the CSWTS and the Union will indemnify and hold harmless all members of the EAC for any claims, proceedings, actions, and demands, including for all costs, legal fees, and disbursements against members of the EAC for such recommendations and input by the EAC, and waive all liability of members of the EAC. All costs, legal fees and disbursements associated with this indemnity will be borne by the CSWTS where the EAC members elect to be represented by counsel appointed by the CSWTS. EAC members may elect to have their own counsel jointly appointed, but any additional costs would be at their own expense.
- 16.203** (a) The Union recognizes and accepts that a core purpose of the CSWTS is to provide training beneficial to its members and signatory employers. The Union shall ensure the CSWTS has due regard to the historical training practices of signatory employers and the historical practices of the CSWTS in providing training. The Union confirms that the objective of the CSWTS is to not only meet but exceed the historical expectations of signatory employers.
- (b) The Union shall ensure that the CSWTS shall reimburse any Employer(s) signatory to this Agreement fifty percent (50%) of the reasonable costs (determined by historical practice) incurred by such Employer in the training

of Union members providing such training is consistent with the existing work jurisdiction of LIUNA within BC as determined from time to time by the Jurisdictional Assignment Plan Umpire to a maximum of fifty thousand dollars (\$50,000.00) per annum for Employer training reimbursement. Such percentage shall only be changed by mutual agreement, in writing, of the Union and CLR, however CLR shall not unreasonably withhold its support for a reduction and/or the Union shall not unreasonably withhold its support for an increase where such increase/decrease would be necessary in order to maintain consistency with similar policies of the CSWTS.

- (c) The Union shall ensure that EAC representatives are provided with all policies and amendments, notices, dates, and scheduling particulars of designated annual training conferences for CSWTS Directors (i.e. LIUNA Tri-Fund Conference, WOC, etc.) and, consistent with CSWTS policies, shall afford EAC representatives the same benefits and full opportunities to participate at such designated conferences as are afforded to CSWTS Directors.

16.300 In consideration of CLR's agreement to relinquish all claims and interest in the assets of the CSWTS and convey its role in the governance and administration of the CSWTS to the Union, the Union agrees that the Union shall be jointly and severally responsible and liable for all obligations of the CSWTS, its officers, directors, employees and agents. The Union further agrees that any differences or disputes between CLR and/or an Employer(s) signatory to this Agreement and the CSWTS and/or the Union relating to the interpretation, application, operation and/or any alleged violation of the Agreement to Amend the Constitution and Bylaws of the CSW Training Society (CSWTS) and Consequential Amendments to the Labourers Standard ICI Agreement shall be subject to Article 15.000 (Grievance Procedure) of this Agreement. Pursuant to such Article, the Union and CLR hereby mutually agree that a "single arbitrator" shall be used to resolve any/all differences or disputes which result in relation to the interpretation, application, operation and/or any alleged violation of the Agreement to Amend the Constitution and Bylaws of the CSW Training Society (CSWTS) and Consequential Amendments to the Labourers Standard ICI Agreement.

ARTICLE 17.000 - JOINT LABOUR/MANAGEMENT MEETINGS

The parties shall meet to address issues of mutual interest and importance. Such meetings shall be scheduled on an "as needed" basis, and any proposed changes to this Agreement shall not be implemented unless/until such changes have been mutually agreed to and duly ratified by the parties.

ARTICLE 18.000 - MANAGEMENT RIGHTS

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

ARTICLE 19.000 - SAVINGS CLAUSE

19.100 In the event that any clause, section or article of this Agreement should be held invalid by

operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any clause, section or article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such clause, section or article to persons or circumstances, other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- 19.200** In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.
- 19.300** In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 15.000.

ARTICLE 20.000 - ENABLING

20.100 Mandate

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

20.200 Consistency with Other Trades

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

20.300 Application

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

20.400 Joint Industry Funds

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

20.500 Breweries and Bulk Loading Terminals

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

20.502 No enabling request paperwork shall be required.

20.503 For the purposes of this provision Vancouver Island shall be generally defined as inclusive of Powell River, Vancouver Island proper, and all of the islands off the coast of Vancouver Island between Victoria in the south and Port Hardy in the north.

ARTICLE 21.000 - FOREMEN AND SPECIAL CLASSIFICATIONS

21.100 Foremen

- 21.101** (a) If the Employer employs more than three (3) employees under the jurisdiction of LIUNA on a project, a working Labourer Foreman shall be employed.
- (b) If the Employer employs more than six (6) employees under the jurisdiction of LIUNA on a project, a non working Labourer Foreman shall be employed.
- (c) If the Employer employs more than fifteen (15) employees under the jurisdiction of LIUNA on a project, both a working Labourer Foreman and a non working Labourer Foreman shall be employed.

21.102 A Labourer Foreman shall be a member of the Union and shall be paid a premium of fifteen percent (15%) over and above the highest classification being supervised. Refer to Schedules "A", "C", "D" and "E" attached hereto.

21.200 Work Assignments

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

21.300 Driller Helper

21.301 One (1) Driller Helper shall be assigned to every Air Trac or Tank Drill working alone. Notwithstanding the foregoing, one (1) Driller Helper shall also be assigned to every two (2) machines where the machines are working together.

21.302 A Driller shall not regularly be required to perform work normally done by a Driller Helper.

21.400 Helicopters

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

21.401 An employee who, during the course of a day, is to work directly with a helicopter and whose work during that day requires him to work on the ground, shall for that day be paid a premium in accordance with Schedules "A", "C", "D" and "E" attached hereto. Such premium shall be payable for a minimum of four (4) hours per day.

21.402 (a) The words, "to work directly with a helicopter" contained in Article 21.401 shall be deemed to apply only to an employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his station of work. Nothing in Article 21.401 shall be construed or interpreted in such manner as will entitle an employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.

(b) Any employee who, during the course of a day, is not required to work with a helicopter, but who is transported on the project by helicopter, shall also not be entitled to the above premium.

21.500 Carpenter Helper

A Carpenter Helper shall perform the work jurisdiction of the labourer. Such work shall include the movement of material and equipment on installation and removal, including helping, assisting, or tendering carpenters and their apprentices, including the handling, rigging, and signalling of form work and other material being moved around the site from the drop point to Employer's designated stockpile.

21.600 Concrete Specialist



Refer to Article 3.102.

SIGNATURE OF PARTIES

Dated this 17th day of December, 2013.

Signed on behalf of:

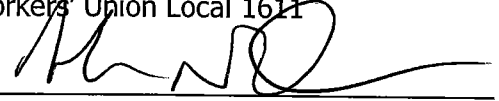
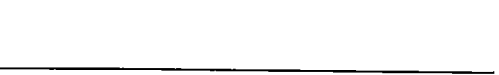
Construction Labour Relations
Association of BC

Dated this 17th day of December, 2013.

Signed on behalf of:

Construction and Specialized
Workers' Union Local 1611

UNDERGROUND ADDENDUM

PAGE 1 OF 3

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

A. Application

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

B. Wages and Premiums

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

C. Hours of Work and Shifts

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

Day Shift

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

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

Afternoon Shift

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

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

UNDERGROUND ADDENDUM**PAGE 2 OF 3****Night Shift**

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

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

D. Meals and Rest Breaks

Appendix "C" shall not apply on underground projects.

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

E. Safety Miner

1. One (1) employee on each shift shall be designated the Safety Miner, and such Safety Miner shall have at least five (5) years experience as a Miner who possesses a valid Mine Rescue certificate and a WSBC recognized First Aid ticket.
 - a. Safety Miners shall be responsible for monitoring air quality data.
 - b. Safety Miners shall be responsible for ensuring members of his crew use the proper protective equipment. Violations shall be reported to his supervisor.
 - c. At least one (1) Safety Miner shall be a member of the Safety Committee.
 - d. Safety Miners shall report unsafe working procedures, unsafe equipment, and violations of the WSBC regulations to the Safety Committee.
 - e. Safety Miners shall not be discriminated against for responsibly performing his duties.

UNDERGROUND ADDENDUM**PAGE 3 OF 3**

2. On tunnel work, classifications not listed in Schedule "B" attached hereto shall be paid ten percent (10%) above the otherwise applicable surface rate.
3. At least one (1) Chucktender shall be employed for every two (2) drills.
4. All drilling operations shall be supervised by a Shift Boss.
5. Where new types of drilling equipment are introduced, the Union or the Employer may request that rates for such new equipment be negotiated. In the event of disagreement, the question of rate to be paid shall be referred to Arbitration.

F. Special Conditions**1. Smoke Time**

- a. Smoke time shall be determined by the conditions (i.e. weather, wind, ventilation, etc.) which exist at the particular time of blasting.
- b. After blasting operations, work shall be resumed at the discretion of the Shift Boss, however a minimum of ten (10) minutes smoke time shall be allowed.
- c. Any grievance arising from smoke clearing time shall be referred to a grievance committee consisting of equal representation from the Union and the Employer. If necessary, consultation shall be held with the person or committee responsible for safety.

2. Clothing

- a. Rubber boots, rubber clothing, rubber gloves, and where necessary, ear muffs or equivalent, shall be issued by the Employer at no cost to the employee. However, in the event such items are not returned to the Employer in reasonable condition at the time of the employee's termination of employment, or very shortly thereafter, the cost of such items may be deducted by the Employer from any monies owing to the employee.
- b. If replacement of slickers, rubber boots and/or rubber gloves is required due to excessive wear or accident on the job, the Employer shall supply a replacement to the employee at no cost.

3. Dry Rooms

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

COMMERCIAL/INSTITUTIONAL ADDENDUM**PAGE 1 OF 4**

This Commercial/Institutional Addendum (the "C/I Addendum") shall be appended to the Labourers Standard ICI Agreement, and shall form a part thereof.

A. Application - General

1. The provisions of the C/I Addendum shall supercede any/all contrary application and/or interpretation of the Labourers Standard ICI Agreement (the "Agreement"). All provisions of the Agreement not otherwise modified herein shall remain in full force and effect.
2. The provisions of the C/I Addendum are intended to:
 - a. facilitate the recovery of lost markets, and
 - b. foster the employment of Union members in economically viable businesses, and
 - c. encourage cooperative participation between the signatory employers and the Union in resolving workplace issues, adapting to changes in the economy, developing workforce skills and developing a workforce and a workplace that promotes productivity,by way of advancing the competitive position of signatory employers within the commercial and institutional market sectors.
3. The C/I Addendum shall govern only commercial/institutional work which is within the work jurisdiction of the labourers and which is being performed by bargaining unit members who are employees of a signatory CLR member employer that performs commercial/institutional work.

B. Application - Lower Mainland/Fraser Valley

Unless otherwise mutually agreed by the parties, in writing, all work performed within the Lower Mainland/Fraser Valley shall be governed by the C/I Addendum, other than work performed on an industrial project(s) where all employers that were legitimately competing for the available work are signatory with a BCBCBTU affiliate union(s).

C. Subcontracting

1. The Employer may contract out work where the Employer:
 - a. cannot perform the work in a manner that is competitive in terms of cost, or quality, or within required time limits, or
 - b. the prime contract requires the contractor to accept the lowest qualified tender price for any/all subcontracted work.

COMMERCIAL/INSTITUTIONAL ADDENDUM**PAGE 2 OF 4**

- c. In order to provide a measure of protection and to address the Union's legitimate concern regarding the potential impact of this provision, the parties agree that a monitoring or review mechanism should be put in place. To that end, Mr. Ready will retain jurisdiction to monitor the effect of this provision and to review the situation prior to the end of this collective agreement. Mr. Ready to determine the nature of that process and retain the jurisdiction to take any necessary or appropriate steps which the circumstances may require.
 2.
 - a. Notwithstanding item C.1., no Employer shall subcontract work which is within the work jurisdiction of the labourer to any contractor that is not signatory with the Union if such subcontracted work is to be performed on either an AHC/CHC project(s), and/or a project(s) which is governed by a Project Labour Agreement.
 - b. Notwithstanding item C.1., no Employer shall subcontract work which is within the work jurisdiction of the labourer unless such contractor has both a valid CRA business number and is duly registered with WSBC.

D. Wages and Premiums

1. The schedules of minimum straight time hourly wage rates as provided for within Schedules "D" and "E" of the Agreement shall apply to all work performed in accordance with the C/I Addendum.
2. The schedules of Employer contributions and employee deductions as provided for within Schedules "F2.1" and "F2.2" of the Agreement shall apply to all work performed in accordance with the C/I Addendum. All Employer contributions and employee deductions shall be calculated on the basis of hours worked.

E. Metro Travel Premium

The payment of a metro travel premium was discontinued on commercial/institutional projects effective August 16, 1995.

F. Statutory Holidays

The Friday before 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. Refer also to Appendix "E".

G. Shifts**1. Scheduling of Shifts**

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

COMMERCIAL/INSTITUTIONAL ADDENDUM**PAGE 3 OF 4**

consecutive days in order to constitute such a shift.

2. Shift Premiums

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

Day Shift No shift premium.

Afternoon Shift The applicable minimum straight time hourly wage rate shall be increased by eight percent (8%) for each hour worked on any shift which commences at any time after 10:00 am but on or before 8:30 pm. Second and subsequent meal breaks shall not be considered as hours worked.

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

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

H. Out of Town Projects

When a non local resident employee is employed on an out-of-town project, the Employer shall supply an "employer supplied room plus daily meal allowance" or, with the mutual agreement of such employee, shall pay a daily "living out allowance" in lieu thereof. The terms of both daily travel as well as initial and terminal travel which shall apply to a non local resident employee on an out-of-town project shall be established on a project by project basis. Such terms shall be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel. Employers are advised that if such mutual agreement, in writing, cannot be provided to the Union within one (1) week of request, the industrial standards for daily travel and initial and terminal travel shall apply.

I. Hours of Work and Overtime

1. Any work hours under the forty (40) hour weekly maximum missed during the regular work week may be made up on a Saturday at straight time upon mutual agreement between the employee(s) and Employer. When all employees on the crew are sent home on the same day, they shall be provided the same opportunity to work Saturday at straight time, although each employee shall retain the right to decline such opportunity.

COMMERCIAL/INSTITUTIONAL ADDENDUM**PAGE 4 OF 4**

2. The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of CSWU Local 1611 members employed on such project. The starting time of the employees shall be from the designated lockup at ground level or one (1) level either up or down from ground level.
3.
 - a. On a regular work week, 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. On a compressed work week, the first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
 - b. On a compressed work week, the first ten (10) hours of overtime worked on the Friday of a Monday through Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. The first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate. 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.

J. Hiring and Dispatch

1. After there are four (4) labourers cleared through the dispatch system to a specific commercial/institutional project, the Employer may exercise the option to obtain employees elsewhere, it being understood that employees so hired shall meet the Union qualifications and shall possess the skills, ability and expertise to perform the available work.
2. Refer to Appendix "A" for details regarding the hiring and employment of an Apprentice Labourer.

SCHEDULE "A" - INDUSTRIAL PROJECTS**MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS****Construction Craft Labourers****July 1, 2013****April 1, 2014**

- watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman
- **labourer**, signalman, dumpman, swamper, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator
- bobcat loader, instrument man - utility 1, caulked and cemented joint tile and pipelayer, manholer, concrete saw, heat fusion machine, jackhammer, and hydro broom (under 1,000 psi) (wet and dry)
- signalman hook-up, vibrator, instrument man - utility 2, fallers on clearing, hydro broom (over 1,000 psi) (wet and dry), and 6" vibrator (when used by hand)
- first aid attendant level 2
- first aid attendant level 2 with transportation endorsement
- first aid attendant level 3
- concrete specialist

\$32.58	\$33.33
\$32.85	\$33.60
\$33.13	\$33.88
\$33.40	\$34.15
\$33.51	\$34.26
\$33.62	\$34.37
\$33.73	\$34.48
\$35.85	\$36.60

Apprentice Labourers

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

Premiums

• foreman premium (payable over and above highest classification being supervised)	15%	15%
• caisson premium (payable below twenty-five (25) feet)	\$0.50	\$0.50
• swing stage premium (payable above twenty-five (25) feet)	\$0.40	\$0.40
• helicopter premium (refer to Article 21.400)	25%	25%
• annual vacation and statutory holiday pay	12%	12%

SCHEDULE "B" - UNDERGROUND PROJECTS

MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS

<u>Construction Craft Labourers</u>	July 1, 2013	April 1, 2014
• labourer	\$35.02	\$35.77
• chucktender, switchman, trackman, skiptender, miner, timberman, powderman, form cleaner, form setter, tunnel maintenance (miner carrying out repairs to timbering, etc.), mucking machine operator, lhd operator, tram operator, raise miner, shaftman, shaft maintenance, clam man, and raise borer (robbins, dresser and similar types)	\$35.77	\$36.52
• shaft leader	\$37.43	\$38.18
• shaft boss	\$38.43	\$39.18
<u>Apprentice Labourers</u>		
• refer to Appendix "A" - Apprentice Labourer Program (particularly parts A and C)		
<u>Premiums</u>		
• safety miner premium (payable over and above otherwise applicable classification)	\$1.00	\$1.00
• annual vacation and statutory holiday pay	12%	12%

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

Construction Craft Labourers

	July 1, 2013	April 1, 2014
• driller helper, and assistant diamond driller	\$31.06	\$31.81
• labourer	\$32.85	\$33.60
• pneumatic driller (airleg, jackhammer types, etc.), groutman (headerman), and gunite potman	\$33.40	\$34.15
• gunite and grout gunite nozzleman, and air trac (all models)	\$33.68	\$34.43
• diamond driller, and tank driller	\$33.95	\$34.70
• high scaler	\$34.23	\$34.98
• rotary driller (air or hydraulic - under 6")	\$34.78	\$35.53
• powderman (with certificate)	\$35.05	\$35.80

Apprentice Labourers

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

Premiums

• foreman premium (payable over and above highest classification being supervised)	15%	15%
• caisson premium (payable below twenty-five (25) feet)	\$0.50	\$0.50
• swing stage premium (payable above twenty-five (25) feet)	\$0.40	\$0.40
• helicopter premium (refer to Article 21.400)	25%	25%
• annual vacation and statutory holiday pay	12%	12%

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

Construction Craft Labourers**July 1, 2013**

• driller helper, and assistant diamond driller	\$25.09
• labourer	\$26.72
• pneumatic driller (airleg, jackhammer types, etc.), groutman (headerman), and gunite potman	\$27.22
• gunite and grout gunite nozzleman, and air trac (all models)	\$27.47
• diamond driller, and tank driller	\$27.72
• high scaler	\$27.97
• rotary driller (air or hydraulic - under 6")	\$28.47
• powderman (with certificate)	\$28.72

Apprentice Labourers

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

Premiums

• foreman premium (payable over and above highest classification being supervised)	15%
• caisson premium (payable below twenty-five (25) feet)	\$0.50
• swing stage premium (payable above twenty-five (25) feet)	\$0.40
• helicopter premium (refer to Article 21.400)	25%
• annual vacation and statutory holiday pay	12%

SCHEDULE "E" - COMMERCIAL/INSTITUTIONAL PROJECTS
MINIMUM STRAIGHT TIME HOURLY WAGE RATES, PREMIUMS AND EMPLOYEE CLASSIFICATIONS

Construction Craft Labourers**July 1, 2013**

- watchman, flagman, rodman, chainman, stakeman, confined space entry monitor, gas tester, and spark watchman \$26.47
- **labourer**, signalman, dumpman, swamper, pumptender, cement power buggy, grinder, mixer (under 1 yard), timberman, grademan, and power and electric tool operator **\$26.72**
- bobcat loader, instrument man - utility 1, caulked and cemented joint tile and pipelayer, manholer, concrete saw, heat fusion machine, jackhammer, and hydro broom (under 1,000 psi) (wet and dry) \$26.97
- signalman hook-up, vibrator, instrument man - utility 2, fallers on clearing, hydro broom (over 1,000 psi) (wet and dry), and 6" vibrator (when used by hand) \$27.22
- first aid attendant level 2 \$27.32
- first aid attendant level 2 with transportation endorsement \$27.42
- first aid attendant level 3 \$27.52
- concrete specialist \$29.72

Apprentice Labourers

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

Premiums

- foreman premium (payable over and above highest classification being supervised) 15%
- caisson premium (payable below twenty-five (25) feet) \$0.50
- swing stage premium (payable above twenty-five (25) feet) \$0.40
- helicopter premium (refer to Article 21.400) 25%
- annual vacation and statutory holiday pay 12%

**SCHEDULE "F1.1" - INDUSTRIAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

**EFFECTIVE:
JULY 1, 2013**

EMPLOYER CONTRIBUTIONS: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Health and Welfare Plan	\$2.35	\$2.35	\$2.35
Pension Plan	\$0.00	\$1.50	\$3.00
CSW Medical and Benefit Plan of BC	\$2.35	\$3.85	\$5.35
Industry Funds:			
CSW Training Society	n/a	n/a	n/a
BCYT Fund	n/a	n/a	n/a
Labourers Advancement Fund	\$0.45	\$0.45	\$0.45
Contract Administration Fund	\$0.12	\$0.12	\$0.12
Rehabilitation Plan	\$0.02	\$0.02	\$0.02
Jurisdictional Assignment Plan	\$0.01	\$0.01	\$0.01
BCBCBTU Fund	\$0.01	\$0.01	\$0.01
Total: Straight Time Hours	\$2.96	\$4.46	\$5.96
Total: Time and One-Half Overtime Hours	\$4.44	\$6.69	\$8.94
Total: Double Time Overtime Hours	\$5.92	\$8.92	\$11.92
EMPLOYEE DEDUCTIONS: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Union Dues	\$0.75	\$0.75	\$0.75
CSW Training Society	\$0.35	\$0.35	\$0.35
BCYT Fund	\$0.10	\$0.10	\$0.10
Coalition of BC Building Trades	\$0.02	\$0.02	\$0.02
Canadian Building Trades	\$0.01	\$0.01	\$0.01
Total: Straight Time Hours	\$1.23	\$1.23	\$1.23
Total: Time and One-Half Overtime Hours	\$1.845	\$1.845	\$1.845
Total: Double Time Overtime Hours	\$2.46	\$2.46	\$2.46
TOTAL MONTHLY REMITTANCES: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Total: Straight Time Hours	\$4.19	\$5.69	\$7.19
Total: Time and One-Half Overtime Hours	\$6.285	\$8.535	\$10.785
Total: Double Time Overtime Hours	\$8.38	\$11.38	\$14.38

**SCHEDULE "F1.2" - INDUSTRIAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**

**EFFECTIVE:
APRIL 1, 2014**

EMPLOYER CONTRIBUTIONS: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Health and Welfare Plan	\$2.55	\$2.55	\$2.55
Pension Plan	\$0.00	\$1.60	\$3.20
CSW Medical and Benefit Plan of BC	\$2.55	\$4.15	\$5.75
Industry Funds:			
Labourers Advancement Fund	\$0.45	\$0.45	\$0.45
Contract Administration Fund	\$0.12	\$0.12	\$0.12
Rehabilitation Plan	\$0.02	\$0.02	\$0.02
Jurisdictional Assignment Plan	\$0.01	\$0.01	\$0.01
BCBCBTU Fund	\$0.01	\$0.01	\$0.01
Total: Straight Time Hours	\$3.16	\$4.76	\$6.36
Total: Time and One-Half Overtime Hours	\$4.74	\$7.14	\$9.54
Total: Double Time Overtime Hours	\$6.32	\$9.52	\$12.72
EMPLOYEE DEDUCTIONS: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Union Dues	\$0.75	\$0.75	\$0.75
CSW Training Society	\$0.35	\$0.35	\$0.35
BCYT Fund	\$0.10	\$0.10	\$0.10
Coalition of BC Building Trades	\$0.02	\$0.02	\$0.02
Canadian Building Trades	\$0.01	\$0.01	\$0.01
Total: Straight Time Hours	\$1.23	\$1.23	\$1.23
Total: Time and One-Half Overtime Hours	\$1.845	\$1.845	\$1.845
Total: Double Time Overtime Hours	\$2.46	\$2.46	\$2.46
TOTAL MONTHLY REMITTANCES: (CALCULATED ON HOURS EARNED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Total: Straight Time Hours	\$4.39	\$5.99	\$7.59
Total: Time and One-Half Overtime Hours	\$6.585	\$8.985	\$11.385
Total: Double Time Overtime Hours	\$8.78	\$11.98	\$15.18

**SCHEDULE "F2.1" - COMMERCIAL/INSTITUTIONAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**
**EFFECTIVE:
JULY 1, 2013**

EMPLOYER CONTRIBUTIONS: (CALCULATED ON HOURS WORKED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Health and Welfare Plan	\$2.35	\$2.35	\$2.35
Pension Plan	\$0.00	\$1.50	\$3.00
CSW Medical and Benefit Plan of BC	\$2.35	\$3.85	\$5.35
Industry Funds:			
CSW Training Society	n/a	n/a	n/a
BCYT Fund	n/a	n/a	n/a
Labourers Advancement Fund	\$0.45	\$0.45	\$0.45
Contract Administration Fund	\$0.12	\$0.12	\$0.12
Rehabilitation Plan	\$0.02	\$0.02	\$0.02
Jurisdictional Assignment Plan	\$0.01	\$0.01	\$0.01
BCBCBTU Fund	\$0.01	\$0.01	\$0.01
Total: All Straight Time and Overtime Hours	\$2.96	\$4.46	\$5.96
EMPLOYEE DEDUCTIONS: (CALCULATED ON HOURS WORKED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Union Dues	\$0.75	\$0.75	\$0.75
CSW Training Society	\$0.35	\$0.35	\$0.35
BCYT Fund	\$0.10	\$0.10	\$0.10
Coalition of BC Building Trades	\$0.02	\$0.02	\$0.02
Canadian Building Trades	\$0.01	\$0.01	\$0.01
Total: All Straight Time and Overtime Hours	\$1.23	\$1.23	\$1.23
TOTAL MONTHLY REMITTANCES: (CALCULATED ON HOURS WORKED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Total: All Straight Time and Overtime Hours	\$4.19	\$5.69	\$7.19

**SCHEDULE "F2.2" - COMMERCIAL/INSTITUTIONAL PROJECTS
EMPLOYER CONTRIBUTIONS AND EMPLOYEE DEDUCTIONS**
**EFFECTIVE:
APRIL 1, 2014**

EMPLOYER CONTRIBUTIONS: (CALCULATED ON HOURS WORKED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Health and Welfare Plan	\$2.55	\$2.55	\$2.55
Pension Plan	\$0.00	\$1.60	\$3.20
CSW Medical and Benefit Plan of BC	\$2.55	\$4.15	\$5.75
Industry Funds:			
Labourers Advancement Fund	\$0.45	\$0.45	\$0.45
Contract Administration Fund	\$0.12	\$0.12	\$0.12
Rehabilitation Plan	\$0.02	\$0.02	\$0.02
Jurisdictional Assignment Plan	\$0.01	\$0.01	\$0.01
BCBCBTU Fund	\$0.01	\$0.01	\$0.01
Total: All Straight Time and Overtime Hours	\$3.16	\$4.76	\$6.36
EMPLOYEE DEDUCTIONS: (CALCULATED ON HOURS WORKED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Union Dues	\$0.75	\$0.75	\$0.75
CSW Training Society	\$0.35	\$0.35	\$0.35
BCYT Fund	\$0.10	\$0.10	\$0.10
Coalition of BC Building Trades	\$0.02	\$0.02	\$0.02
Canadian Building Trades	\$0.01	\$0.01	\$0.01
Total: All Straight Time and Overtime Hours	\$1.23	\$1.23	\$1.23
TOTAL MONTHLY REMITTANCES: (CALCULATED ON HOURS WORKED)	Apprentices at: less than \$18.50 per hour	Apprentices at: \$18.50 per hour or more	All Other Classifications
Total: All Straight Time and Overtime Hours	\$4.39	\$5.99	\$7.59

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

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

(A) Definitions and Classification

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

(B) Dispatch and Hiring

- (1) When an Employer requests the Union to dispatch an Apprentice, the Employer shall indicate an approximate wage rate range for such Apprentice and the Union shall dispatch an Apprentice within such range if it is able to do so. In the event the Union is unable to do so, the Union shall advise the Employer accordingly and reserves the right to offer to dispatch a CCL or a higher/lower rate Apprentice as an alternative. Notwithstanding the foregoing, the Union retains the right to determine the wage rate payable to any Apprentice upon dispatch, and the Employer retains the right to reject any alternative dispatch.
- (2) Notwithstanding item (B) (1), the Employer retains the right to recruit and hire an Apprentice from any source available. Notwithstanding the foregoing, such an Apprentice shall become a Union member and complete all necessary related paperwork within two (2) weeks of his commencement of work. The Employer reserves the right to determine the wage rate payable to any such Apprentice upon hire, and the Union shall not unreasonably refuse to accept any such Apprentice as a member.
- (3) The Union retains the right to determine or re-determine the status of any member at any time for dispatch purposes.

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

- (4) No representative of the Union shall, at any time, either advise and/or imply to an employed Apprentice that a higher wage rate employment opportunity with a different Employer is or may be available either at present or in the future. The intent of the foregoing is to prevent the Union from soliciting employed Apprentices to switch Employers. Notwithstanding the foregoing, the Union retains the right to offer whatever advice it may deem appropriate to any Apprentice who initiates a discussion pursuant to item (C) (3).

(C) Wage Rates and Pension Contributions

- (1) (a) The minimum straight time hourly wage rate payable to an Apprentice Labourer shall be thirteen dollars (\$13.00) per hour.
- (b) The minimum straight time hourly wage rate payable to an Apprentice Concrete Specialist, and to an Apprentice Labourer working in accordance with Schedule "B" (Underground Projects), shall be sixteen dollars (\$16.00) per hour.
- (c) Notwithstanding the foregoing, no Employer shall reduce an Apprentice's wage rate or pension contribution upon implementation of this ALP.
- (2) The Employer shall retain sole authority to determine the timing and amount of future increases to an Apprentice's straight time hourly wage rate. The foregoing shall apply for Apprentices dispatched by the Union in accordance with item (B) (1) as well as for Apprentices recruited by the Employer in accordance with item (B) (2).
- (3) Notwithstanding item (C) (2), in the event an apprentice believes he is deserving of an increase the Apprentice may contact the Union and discuss his options.
- (4) All Employer contributions are required for Apprentices with the exception of the pension contribution, which shall be:
- (a) waived for Apprentices being paid less than eighteen dollars and fifty cents (\$18.50) per hour.
- (b) fifty percent (50%) of the applicable Construction Craft Labourer pension contribution for Apprentices being paid eighteen dollars and fifty cents (\$18.50) per hour or greater. Refer to the applicable Schedule "F" attached hereto.

(D) Employment Ratios

The maximum ratio shall be one (1) Apprentice for every one (1) Construction Craft Labourer. Such ratio shall apply on a company wide basis.

APPENDIX "B" - BC JURISDICTIONAL WORK ASSIGNMENT PLAN

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

APPENDIX "C" - LETTER OF UNDERSTANDING RE: MEAL BREAKS

PAGE 1 OF 5**BY AND BETWEEN:****Construction and Specialized Workers' Union (CSWU) Local 1611****(Hereinafter referred to as the "Union")****AND:****Construction Labour Relations Association of BC (CLR)****(On its own behalf, on behalf of its member Employers who have authorized the Association to execute the Labourers Standard Agreement, 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 Labourers Standard Agreement (the "Agreement"). Such terms and conditions shall not be included within the Agreement, but shall otherwise be deemed to pertain thereto and be a part thereof. As a result, all other relevant provisions of the Agreement (i.e. effective date and duration, grievance resolution procedure, etc.) shall also apply to this Letter of Understanding.

In particular, the parties hereby agree that the provisions of this Letter of Understanding are applicable only on shifts in excess of ten (10) hours. Where mutual agreement is referenced within this Letter of Understanding, the voluntary consent of the majority of employees on a crew shall be required in order for such agreement to have been achieved. Notwithstanding the foregoing, the provisions of this Letter of Understanding shall not be applicable on an underground project(s).

A. Shifts in Excess of Ten (10) Hours

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

1. Scheduled Shifts

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

APPENDIX "C" - LETTER OF UNDERSTANDING RE: MEAL BREAKS**PAGE 2 OF 5****2. Unscheduled Overtime Shifts**

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

B. Objective

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

C. Paid Meal Breaks and Hot Meals

Notwithstanding any/all contrary interpretation of this Letter of Understanding, the second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that a hot meal is not supplied, the Employer shall pay a twenty five dollar (\$25.00) meal allowance to each affected employee in lieu thereof.

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

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

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

APPENDIX "C" - LETTER OF UNDERSTANDING RE: MEAL BREAKS**PAGE 3 OF 5****D. Meal Breaks on Scheduled Shifts (continued)****c. Example - Scheduled Shift of Twelve (12) Hours**

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

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

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

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

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

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

E. Meal Breaks on Unscheduled Overtime Shifts

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

Option #1 - Early Decision to Work Unscheduled Overtime

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

APPENDIX "C" - LETTER OF UNDERSTANDING RE: MEAL BREAKS**PAGE 4 OF 5****E. Meal Breaks on Unscheduled Overtime Shifts (continued)****Option #2 - Late Decision to Work Unscheduled Overtime**

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

a. Default Provision

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

b. Flexible Provision

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

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

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

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

APPENDIX "C" - LETTER OF UNDERSTANDING RE: MEAL BREAKS


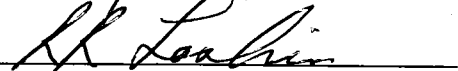
PAGE 5 OF 5

SIGNATURE OF PARTIES

Dated this 17th day of December, 2013.

Signed on behalf of:



Construction Labour Relations
Association of BC

Dated this 17th day of December, 2013.

Signed on behalf of:

CSWU Local 1611

APPENDIX "D" - DEFINITIONS AND ABBREVIATIONS

PAGE 1 OF 3

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

1. BCBCBTU

Bargaining Council of British Columbia Building Trade Unions

2. BCYT

British Columbia and Yukon Territory Building and Construction Trades Council

3. CLR

Construction Labour Relations Association of British Columbia

4. Commercial/Institutional Construction

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

5. CSW

Construction and Specialized Workers

6. CSWU

Construction and Specialized Workers' Union

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).

APPENDIX "D" - DEFINITIONS AND ABBREVIATIONS**PAGE 2 OF 3****10. Hours Earned**

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

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

11. Hours Worked

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

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

12. ICI

Industrial, Commercial, Institutional

13. Industrial Construction

Industrial construction shall be defined as: production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines and smelters; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties. Notwithstanding the foregoing, if a project is designated as an industrial construction project for the pipefitter, it shall also be designated as an industrial construction project for work governed by the Labourers Standard Agreement.

14. LIUNA

Laborers International Union of North America

15. Local Resident

A local resident shall be defined to mean any person residing within one hundred (100) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres.

APPENDIX "D" - DEFINITIONS AND ABBREVIATIONS

PAGE 3 OF 3**16. LRB**

British Columbia Labour Relations Board

17. Lower Mainland/Fraser Valley

The Lower Mainland/Fraser Valley shall be inclusive of West Vancouver to the west, Chilliwack to the east, and all cities, towns, municipalities, villages, communities, etc. in between.

18. Union

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

19. WSBC

WorkSafe BC (the Workers' Compensation Board of BC)

APPENDIX "E" - SCHEDULE OF STATUTORY HOLIDAYS

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

1. 2013

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
Canada Day	Monday, July 1 st	Monday, July 1 st
Friday before BC Day	Friday, Aug. 2 nd	Friday, Aug. 2 nd
BC Day	Monday, Aug. 5 th	Monday, Aug. 5 th
* Friday before Labour Day	Friday, Aug. 30 th	Friday, Aug. 30 th
Labour Day	Monday, Sept. 2 nd	Monday, Sept. 2 nd
Thanksgiving	Monday, Oct. 14 th	Monday, Oct. 14 th
Remembrance Day	Monday, Nov. 11 th	Monday, Nov. 11 th
Christmas Day	Wednesday, Dec. 25 th	Wednesday, Dec. 25 th
Boxing Day	Thursday, Dec. 26 th	Thursday, Dec. 26 th

- * The Friday before Labour Day may be floated on a commercial and/or institutional project 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.

2. 2014

<u>Statutory Holiday</u>	<u>Actual Date</u>	<u>Observed Date</u>
New Years' Day	Wednesday, Jan. 1 st	Wednesday, Jan. 1 st
Family Day	Monday, Feb. 10 th	Monday, Feb. 10 th
Good Friday	Friday, Apr. 18 th	Friday, Apr. 18 th
Easter Monday	Monday, Apr. 21 st	Monday, Apr. 21 st
Victoria Day	Monday, May 19 th	Monday, May 19 th
Canada Day	Tuesday, July 1 st	Tuesday, July 1 st
Friday before BC Day	Friday, Aug. 1 st	Friday, Aug. 1 st
BC Day	Monday, Aug. 4 th	Monday, Aug. 4 th
* Friday before Labour Day	Friday, Aug. 29 th	Friday, Aug. 29 th
Labour Day	Monday, Sept. 1 st	Monday, Sept. 1 st
Thanksgiving	Monday, Oct. 13 th	Monday, Oct. 13 th
Remembrance Day	Tuesday, Nov. 11 th	Tuesday, Nov. 11 th
Christmas Day	Thursday, Dec. 25 th	Thursday, Dec. 25 th
Boxing Day	Friday, Dec. 26 th	Friday, Dec. 26 th

- * The Friday before Labour Day may be floated on a commercial and/or institutional project 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.

APPENDIX "F" - LIST OF SIGNATORY EMPLOYERS

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

Effective December 17, 2013, the following employers have authorized CLR to bargain the revised Labourers Standard ICI Agreement with CSWU Local 1611 and to sign such Agreement on their behalf.

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| 1. Alfred Horie Construction Co. Ltd. | 20. Leslie & Renney Construction Ltd. |
| 2. BelPacific Excavating & Shoring Ltd. Partnership | 21. LML Industrial Contractors Ltd. |
| 3. Broadwater Industries Ltd. | 22. Lockerbie & Hole Eastern Inc. |
| 4. Brymark Installations Group Inc. | 23. Mitchell Installations Ltd. |
| 5. Campbell Construction Ltd. | 24. Mutual Construction (2000) Ltd. |
| 6. Can-Dew Installations Inc. | 25. Northpointe ENC |
| 7. CIMS Limited Partnership | 26. Pacific Blasting and Demolition Ltd. |
| 8. Commonwealth Construction Canada Ltd. | 27. Raeco (Western) Ltd. |
| 9. Cranberry Construction Services Ltd. | 28. Seaward Construction Ltd. |
| 10. D. Robinson Contracting Ltd. | 29. Smith Bros. & Wilson (BC) Ltd. |
| 11. Farr Installations Ltd. | 30. Technical Acid Construction - T.A.C. West Ltd. |
| 12. Ganotec West ULC | 31. Thompson Valley Erectors Ltd. |
| 13. Halse-Martin Construction Co. Ltd. | 32. Viking Construction Ltd. |
| 14. Hodgson, King & Marble Ltd. | 33. Voith Hydro Inc. |
| 15. Huron Developments (1990) Ltd. | 34. Vriezen Construction Ltd. |
| 16. J. Bruno & Son Limited | 35. Wayne Watson Construction Ltd. |
| 17. Jacobs Catalytic Ltd. | 36. West Kootenay Mechanical Ltd. |
| 18. KBR Industrial Canada Co. | 37. Western Industrial Contractors Ltd. |
| 19. Kingston Construction Ltd. | |