

**“INTERIM”
STANDARD
FLOOR COVERING AGREEMENT
(RESIDENTIAL, COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL)**

By and Between:

**Floorlayers’ Union Local 1541
United Brotherhood of Carpenters and Joiners of America (UBCJA)**

(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 August 18, 2013 onward.)

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IMPORTANT NOTICE:

Employers are advised to refer to Article 3.301 (b) for important details regarding work performed on an industrial construction project(s).

ARTICLE 1.000 - MISSION AND OBJECTS

1.100 Mission

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

1.200 Objects

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

ARTICLE 2.000 - EFFECTIVE DATE AND DURATION

2.100 This Agreement shall be for the period from and including May 1, 2010, to and including April 30, 2014, and from year to year thereafter subject to the right of either party to this Agreement, within four (4) months immediately preceding the date of expiry of such Agreement, which is April 30, 2014, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to such Agreement to commence collective bargaining.

2.200 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.

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

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

ARTICLE 3.000 - EXTENT

3.100 Recognition

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

3.200 Management Rights and Subcontracting

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

- 3.202 (a)** The Employer shall not be permitted to subcontract work inside the Lower Mainland/Fraser Valley which would otherwise be governed by the terms of this Agreement except to an Employer signatory to an agreement with the Union.
- (b)** Refer to the parties' Letter of Understanding Re: Subcontracting Outside the Lower Mainland/Fraser Valley for details regarding provisions which apply only in respect of work performed on a project(s) located outside the Lower Mainland/Fraser Valley. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

3.300 Application, Work Jurisdiction and Affiliation

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

3.301 Application

- (a)** This Agreement shall govern only work which is within the work jurisdiction of the floorlayer and which is being performed by bargaining unit members who are employees of the Employer on a project(s). Refer also to Article 3.302.
- (b)** Refer to the parties' Letter of Understanding Re: Industrial Addendum for details regarding provisions which apply only in respect of work performed on an industrial project(s). Copies of such Letter of Understanding can be obtained from either the Union or CLR.

3.302 Work Jurisdiction

- (a)** The work jurisdiction of the floorlayer shall consist of carpet, resilient, hardwood and related jurisdiction. Refer to the parties' Letter of Understanding Re: Scope of Work and Trade Jurisdiction for a detailed description of the Union's work jurisdiction claim. Copies of such Letter of Understanding can be obtained from either the Union or CLR.
- (b)** Notwithstanding Article 3.302 (a), the work jurisdiction of the floorlayer shall be determined from time to time by the Umpire of the Jurisdictional Assignment Plan.
- (c)** All work performed within the work jurisdiction of the floorlayer shall be performed by a member of the Union unless otherwise permitted in accordance with this Agreement. Notwithstanding the foregoing, one (1) employer representative who is not a member of the Union shall be permitted to work and/or provide direction on a project.

3.303 Affiliation

- (a)** Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a project(s)

for rendering assistance to labour organizations, and/or refusal on the part of Union members to handle any materials, equipment or product declared unfair by Building Trade Councils, or manufactured, assembled, or produced by an Employer whose employees are on strike against or are locked out by an Employer.

- (b)** Notwithstanding Article 3.303 (a), the Union shall not restrict/limit, in any way or for any reason, an Employer's right to contract for work on a project and to complete such work in a cost efficient manner. The foregoing shall apply regardless of the union affiliation, or lack thereof, of any individual who may also be working on such project, and/or the work such individual(s) may be performing.
- (c)** Without restricting/limiting the application of Article 3.303 (b), the Union shall not attempt to exert pressure upon an Employer for performing work on any project, nor shall the Union withdraw its members from any project or threaten to do so, unless otherwise permitted by the Labour Relations Code.

3.400 Compliance

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

ARTICLE 4.000 - MONETARY PACKAGE

Refer to Schedules "A1" and "B1".

4.100 Allocation of Monetary Package

- 4.101** No monies may be transferred from the wage package (inclusive of wages plus annual vacation and statutory holiday pay) to Employer contributions (inclusive of the Floorlayers Industry Welfare Trust Fund, the Floorlayers Industry Pension Plan, and all other Employer contributions) without the prior mutual agreement, in writing, of the parties. Such mutual agreement shall not be unreasonably withheld.

4.102 Notwithstanding Article 4.101, prior mutual agreement of the parties shall not be required in the event the Union wishes to reallocate monies in accordance with Article 4.102 (a) and/or (b). However, the Union shall provide the Employers with sixty (60) days' advance written notice of such reallocation.

(a) From the Floorlayers Industry Welfare Trust Fund to the Floorlayers Industry Pension Plan, or vice versa.

(b) From the Certified Journeyman minimum straight time hourly wage rate to the Certified Journeyman annual vacation and statutory holiday pay, or vice versa. (The wage package for all other employee classifications shall be recalculated accordingly.)

4.200 Hourly Compensation

4.201 Hourly Wage Rate Schedule

The schedule of minimum straight time hourly wage rates as provided for within Schedule "A1" shall apply to all work performed in accordance with this Agreement, except as otherwise provided for in Article 4.300.

4.202 First Aid Attendant Premium

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

4.300 Alternatives to Hourly Compensation

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

4.301 Option #1 - Piece Work or Project Based Compensation

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

- (a)** The piece work or project rate shall be consistent with prevailing market conditions and shall be mutually agreed upon, in writing, by the Employer and the employee(s) prior to the commencement of work. Such rate shall be inclusive of annual vacation and statutory holiday pay, and any/all premiums which may otherwise apply. Notwithstanding the foregoing, an employee shall receive a First Aid Premium of six dollars (\$6.00) per day, if otherwise applicable, in lieu of Article 4.202.

- (b)** The Union shall not create any artificial barriers which would serve to restrict the right of the Employer to have work performed on a piece work or project basis, including but not limited to the following examples.
 - (i)** The Union shall not adopt either a formal or informal policy of opposition to piece work or project based compensation.

 - (ii)** The Union shall not encourage or otherwise counsel its members to adopt either a formal or informal policy of opposition to piece work or project based compensation.

 - (iii)** The Union shall waive any/all Union initiation fees which would otherwise apply for a new member where such new member has been recruited by the Employer as a result of the Union's inability to supply.

- (c)** In lieu of the standard hourly Employer contributions required in accordance with Article 4.600, the Employer shall remit to the Union on behalf of each employee working on a piece work or project basis, a lump sum Employer contribution of twenty percent (20.0%) of the gross piece work or project earnings paid to each such employee. Such lump sum shall be paid in addition to the gross piece work or project earnings paid to each employee, and shall not be processed as an employee deduction. Upon receipt by the Union, such lump sum shall be divided by the applicable hourly contribution amount and the employee shall be credited with the resulting hours of work. The lump sum shall then be divided amongst the various funds in accordance with the following example.

Employee "A" Gross Piece Work Earnings	=	\$1,690.00
Hourly Employer Contribution Amount	=	\$6.76 per hour
$\$1,690.00 \times 20\%$	=	\$338.00
$\$338.00 \div \6.76 per hour	=	50 hours

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

- (d)** In lieu of an employee deduction(s) for Union dues on behalf of an Employee working on a piece work or project basis, the Employer shall deduct and

remit to the Union 3.75% of the gross piece work earnings paid to each such employee.

- (e) Article 4.500 (Annual Vacation and Statutory Holidays) and Article 6.000 (Hours of Work and Overtime) shall not apply to the work performed by any employee(s) being compensated on a piece work or project basis. Notwithstanding the foregoing, hours of work shall be a factor which is taken into consideration when the Employer and employee(s) mutually agree upon the piece work or project rate prior to the commencement of work.
- (f) The following provision shall only apply to the Apprentice classification.

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

4.302 Option #2 - Maximum Assured Hours Based Compensation

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

- (a) The number of maximum assured hours shall be mutually agreed upon, in writing, by the Employer and the employee(s) prior to the commencement of work. Such hours shall then be paid at each employee's otherwise applicable straight time hourly wage rate in accordance with Articles 4.201 and 4.202, and Schedule "A1". Employer contributions and employee deductions shall likewise be processed on behalf of each employee in accordance with Schedule "B1".
- (b) Notwithstanding Article 4.302 (a), in the event the ability of an employee(s) to perform the pre-determined scope of work is unreasonably delayed as a result of circumstances for which such employee(s) is/are not responsible, the Employer and the employee(s) shall review the situation and, if appropriate, shall amend the number of maximum assured hours which had previously been mutually agreed upon.
- (c) Article 6.000 (Hours of Work and Overtime) shall not apply to the work performed by any employee(s) being compensated on a maximum assured hours basis. Notwithstanding the foregoing, hours of work shall be a factor

which is taken into consideration when the Employer and employee(s) mutually agree upon the number of maximum assured hours prior to the commencement of work.

4.303 Alternative Compensation Oversight Sub-Committee

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

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

4.400 Employee Classifications

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

4.401 Premiums and Allowances

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

4.402 Reclassification

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

4.403 Foreman

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

4.404 Certified Journeyman (CJP)

- (a) A Certified Journeyman (CJP) shall be defined as an individual who has
 - (i) achieved a valid Floor Covering Installer TQ certificate, or
 - (ii) worked a minimum of 10,800 hours as a floorlayer and achieved INSTALL certification, or
 - (iii) been classified as a CJP in accordance with Article 4.404 (d).
- (b) The evidence of work experience required in Article 4.404 (a) (ii) shall be provided by the prospective CJP via appropriate documentation from previous employers and/or where such documentation is not available via a notarized statutory declaration signed by the prospective CJP. Such statutory declaration shall detail in chronological order the individual's work experience on an employer by employer basis. Copies of such documentation and/or statutory declaration shall be provided to the Employer upon request.
- (c) The minimum straight time hourly wage rate for a CJP shall be as provided for within Schedule "A1".
- (d) Notwithstanding Articles 4.404 (a), 4.405 and 4.406, effective August 18, 2013 any Union member who has historically worked as a Journeyman pursuant to this Agreement shall be "grandfathered" as a Certified Journeyman on a go forward basis, regardless of whether or not such member has obtained a valid Floor Covering Installer TQ certificate. The Union shall provide a list of such members to CLR on or before August 18, 2013. Thereafter, any individual who is not on such list, and has not obtained a valid Floor Covering Installer TQ certificate, shall be paid as an Uncertified Floorlayer (UCF) or Semi Skill Floorlayer (SSF) except as may otherwise be permitted in accordance with the provisions related to an Apprentice and/or Material Handler, or at the discretion of the Employer.

4.405 Uncertified Floorlayer (UCF)

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

4.406 Semi Skilled Floorlayer (SSF)

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

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

4.407 Apprentice

- (a) An Apprentice shall be defined as an individual who is registered as a duly sponsored Floor Covering Installer Apprentice within BC.
- (b) There shall be seven (7) Apprentice classifications. The Employer shall employ a minimum of one (1) Apprentice, and the maximum ratio shall be one (1) Apprentice for every one (1) Journeyperson. Such ratio shall apply on a company wide basis.

- (c) The minimum straight time hourly wage rate for an Apprentice shall be the applicable percentage of the applicable CJP minimum straight time hourly wage rate on the project.

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

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

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

4.408 Material Handler

- (a) The work of a Material Handler shall include the handling on the job site of all material or materials falling within the jurisdiction of the floorlayer.
- (b) The parties recognize the importance of recruiting future Apprentices. The Material Handler classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Material Handler shall, in the case of competent workers, be a possible source of future Apprentices.
- (c) The minimum straight time hourly wage rate for a Material Handler shall be forty-five percent (45%) of the applicable CJP minimum straight time hourly wage rate on the project.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

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

4.502 Annual Vacation

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

4.503 Statutory Holidays

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

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

- (b) Notwithstanding Article 4.503 (a), the Friday preceding Labour Day may be floated on any residential, commercial and/or institutional project(s) and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee. The Friday preceding Labour Day may not be floated on an industrial project.
- (c) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.

4.600 Employer Contributions

The schedules of Employer contributions as provided for within Schedule "B1" shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of hours worked.

4.601 Floorlayers Industry Welfare Trust Fund

The Employer shall contribute the required amount(s) to the Floorlayers Industry Welfare Trust Fund in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedule "B1".

4.602 Floorlayers Industry Pension Plan

The Employer shall contribute the required amount(s) to the Floorlayers Industry Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedule "B1". Notwithstanding the foregoing, no Employer contribution to the Floorlayers Industry Pension Plan shall be required on behalf of a Material Handler and/or any employee who has reached seventy (70) years of age.

4.603 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute twelve cents (\$0.12) per hour worked, inclusive of GST, to the CAF in the manner set forth in Article 5.000. CLR may alter this amount by providing the Union with sixty (60) calendar days

written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the monthly report to the administrator because of a change in the Employer contribution to the CAF.

- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the monthly report to the administrator. Payment to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.604 Society of BC Floorcovering Employers (SBCFE)

- (a) The Employer shall contribute five cents (\$0.05) per hour worked to SBCFE in the manner set forth in Article 5.000. The SBCFE may alter this amount by providing the Union with sixty (60) calendar days written notice.
- (b) The Union shall collect and forward to the SBCFE, without exception, all monies designated for SBCFE and received in accordance with the monthly report to the administrator. Payment to SBCFE shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

4.605 BC Construction Industry Rehabilitation Plan (CIRP)

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

4.606 Jurisdictional Assignment Plan (JAPlan)

The Employer shall contribute one cent (\$0.01) per hour worked to the JAPlan in the manner set forth in Article 5.000. The JAPlan, as agreed to between the BCYT and CLR, shall be binding upon the parties. Notwithstanding the foregoing, where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JAPlan, the Union shall not make any claim or bring any independent action for back pay or any other damages through the Umpire, arbitration, or the LRB, unless the Union has obtained a ruling from the Umpire in its favour, in which event the Union shall be entitled to claim damages through collective agreement arbitration for non-compliance with the Umpire's ruling for the period subsequent to the ruling.

4.607 BCBCBTU

The Employer shall contribute one cent (\$0.01) per hour worked to the BCBCBTU in the manner set forth in Article 5.000. Notwithstanding the foregoing, such contribution shall continue only for as long as the BCBCBTU bargaining structure

continues to exist pursuant to the Labour Relations Code.

4.700 Employee Deductions

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

4.800 Payment of Wages

4.801 The Employer shall, at least every second Friday, pay to each employee all wages, premiums, allowances and annual vacation pay and statutory holiday pay earned by the employee to a day not more than seven (7) calendar days prior to the date of payment. If a statutory holiday falls on the regular pay day, payment shall be made the preceding day. Payment shall be made during working hours and may be made by cheque or electronic deposit.

4.802 The Employer shall pay all monies (i.e. wages, annual vacation pay, statutory holiday pay, etc.) which are owing to an employee at the time of termination of employment. Alternatively, in the event the Employer is unable to pay all monies which are owing to an employee at the time of termination of employment, such monies shall be paid as quickly as reasonably possible thereafter but in no event later than seven (7) calendar days or in conjunction with the Employer's next regularly scheduled payroll, whichever comes first.

4.803 The Employer shall provide a separate or detachable itemized statement with each pay, clearly showing the: (i) employee's name, (ii) number of straight time hours worked and wage rate(s) paid for such hours, (iii) number of overtime hours worked and wage rate(s) paid for such hours, (iv) premiums, (v) allowances, (vi) annual vacation and statutory holiday pay, and (vii) total deductions from gross earnings. Such statement may be provided electronically via email.

4.804 Where an employee is not paid in accordance with Articles 4.801 and 4.802, such employee shall be deemed to be still on the payroll of the Employer and shall receive his/her usual wages and conditions until there is compliance with the conditions.

4.900 Bonding and Payroll Failures

4.901 Before Union members are dispatched to any Employer who has not been signatory with the Union for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to fifteen thousand dollars (\$15,000.00) for use in default of payment of wages, annual vacation pay, statutory holiday pay, Employer contributions and/or employee deductions required in accordance with this Agreement. When no longer required such bond shall, by mutual consent of the Union and the Employer concerned, be terminated.

4.902 Where there have been instances of payroll failures by an Employer, or the

principals or directors thereof, or payroll requirements have not been met, the Union shall have the right to inspect such Employer's payroll, and/or require the posting of a suitable bond, and/or require that payment of wages and other payroll requirements be made by cash or certified cheque.

ARTICLE 5.000 - MONTHLY REMITTANCES

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

5.100 General Provisions

- 5.101** The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement, on behalf of all employees working under the terms of this Agreement. Refer to Schedule "B1".

- 5.102** Such Employer remittance shall:

 - (a)** be made by a single payment, payable to the Union designated Plan Administrator, inclusive of all obligations arising from hours up to the close of the Employer's payroll ending closest to the last day of the preceding calendar month, and
 - (b)** be accompanied by a correctly completed monthly report to the administrator, and
 - (c)** be received by the Union designated Plan Administrator not later than the fifteenth (15th) day of the month following that for which such payments are payable.

- 5.103**

 - (a)** The Union designated Plan Administrator shall, once each month after receiving the combined monthly remittance from each Employer, allocate and/or distribute the monies of such combined remittance to the various Plans, Funds, Organizations, etc. in the appropriate manner. The Union acknowledges that such Plans, Funds, Organizations, etc. are entitled to receive such monies, and that such monies are, in fact, held in trust by the Union until properly allocated and/or distributed.
 - (b)** Notwithstanding Article 5.103 (a), the Union may deduct a monthly administration handling fee from each amount to be allocated and/or distributed, providing such fee does not exceed five percent (5%), to a maximum of one hundred dollars (\$100.00), of the amount to be allocated and/or distributed.

5.200 "Nil" Reports

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

which no employees had been employed if the Union has been notified, in writing, that such Employer is no longer in business.

5.300 Delinquent Remittance

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

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

5.400 Monthly Report to the Administrator

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

ARTICLE 6.000 - HOURS OF WORK AND OVERTIME

6.100 Regular Hours

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

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

6.102 The regular work week shall be between 8:00 am Monday and 4:30 pm Friday, and the regular work day shall be as per the following schedule:

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

6.103 Starting and Stopping Times

Notwithstanding any/all contrary provisions of this Agreement:

(a) This Article shall apply to all shifts, including but not limited to those shifts worked on a compressed work week schedule.

- (i) The starting and stopping time on a project may be varied by a maximum of one (1) hour earlier or later than the otherwise required start time of the shift at the Employer's discretion.
 - (ii) The starting and stopping time on a project may be varied by a maximum of two (2) hours earlier or later than the otherwise required start time of the shift upon mutual agreement of the Employer and the majority of Union members employed on such project. Notwithstanding the foregoing, if the starting and stopping time is varied by more than (1) hour, the Union shall retain the right to revote the Union members employed on such project once over the duration of the project.
 - (iii) The Employer shall be responsible for a suitable signal for all starting and stopping times.
- (b) The starting time of the employees shall be from the designated "lay down" area, lockup or tool room, and a five (5) minute "pick-up" period shall be provided prior to the stopping time.

6.104 Notice of Termination

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

6.200 Overtime Hours

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

- 6.201** The first two (2) hours of overtime, Monday through Friday, shall be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- 6.202** The first eight (8) hours of overtime on Saturdays shall also be paid at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.
- 6.203** All other overtime hours, including all hours worked on Sundays and statutory holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.
- 6.204** Notwithstanding any/all contrary provisions of this Agreement, a minimum break of eight (8) hours shall be provided to an employee between the end of one (1) working shift and the commencement of such employee's next working shift. Where a minimum break of eight (8) hours is not provided in accordance with the foregoing, all hours worked on such employee's next working shift shall be deemed to be overtime hours and shall be paid accordingly.

6.300 Compressed Work Week

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

6.301 Hours of Work

- (a)** Ten (10) straight time hours (8:00 am to 6:30 pm, inclusive of a meal break) shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b)** Ten (10) straight time hours (6:30 pm to 5:00 am, inclusive of a meal break) shall constitute the compressed work week afternoon shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c)** Refer also to Article 6.103 (a).

6.302 Overtime

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

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

6.303 Statutory Holidays

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

- (a)** All statutory holidays which occur during a compressed work week schedule shall be observed on the actual day of the statutory holiday, even if such day

would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday.

- (b) All statutory holidays which occur on a regularly scheduled work day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union. However, in such event, an employee shall retain sole discretion to decline to work on the actual statutory holiday date and shall not be discriminated against for doing so.

6.400 Shifts

6.401 Scheduling of Shifts

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

6.402 Shift Premiums

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

Day Shift No shift premium.

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

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

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

6.500 Call-Out Time

Any employee reporting for work at the call of the Employer and not being able to start work

because work is not available shall receive not less than two (2) hours pay. Any employee commencing work shall receive not less than four (4) hours pay.

6.600 Rest Breaks

6.601 Two (2) rest breaks of ten (10) minutes duration each shall be provided during a scheduled eight (8) hour or nine (9) hour shift. Notwithstanding the foregoing, a third rest break of ten (10) minutes duration shall be provided after eight (8) hours if the shift is subsequently extended beyond eight (8) hours or nine (9) hours up to a maximum of ten (10) hours. Refer also to Article 6.702.

6.602 Notwithstanding Article 6.601, only two (2) rest breaks shall be provided on a scheduled shift of ten (10) hours, however each such rest break shall be of fifteen (15) minutes duration. The parties agree that a shift of ten (10) hours shall not be deemed to be a scheduled shift of ten (10) hours unless the employees have been so advised prior to the completion of the previous days' shift.

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

6.700 Meal Breaks

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

One (1) meal break of one-half (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.

6.702 Shifts in Excess of Ten (10) Hours

Additional meal breaks are required on all shifts in excess of ten (10) hours. The foregoing applies regardless of whether such shifts are scheduled shifts or the result of unscheduled overtime. Refer to the parties' Letter of Understanding Re: Meal Breaks for details. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

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

7.100 Local Resident Employee

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

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

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

- (b) Such allowance shall be payable in accordance with the following schedule. Refer also to Article 7.103.

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

7.103 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 7.102 shall be the maximum allowable tax-free rate for mileage expense reimbursement as published annually by the Canada Revenue Agency.

7.200 Non Local Resident Employee

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

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

7.202 Such terms shall:

- (a) be mutually agreed upon, in writing, by the Employer and the non local resident employee prior to the commencement of travel, and
- (b) remain as originally agreed upon unless/until otherwise changed by mutual agreement, in writing, and
- (c) be consistent with the following principles:
 - (i) A non local resident employee shall not incur any out of pocket cost in the process of travelling to an out-of-town project at the beginning of his/her employment on such project, and from an out-of-town project at the conclusion of his/her employment on such project.
 - (ii) The Employer shall supply a non local resident employee with an "employer supplied room plus daily meal allowance" while such employee is employed on an out-of-town project. The employer supplied room shall be of an acceptable standard. Notwithstanding the foregoing, the Employer may, as an alternative, pay a daily "living out allowance" to such employee in lieu of "employer supplied room plus daily meal allowance" with the mutual agreement of such employee.

7.300 Transportation of Employer Material and Equipment

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

7.301 Personal Motor Vehicle

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

7.302 Transportation Expense

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

7.303 Transportation Allowance

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

- (a) Eighteen dollars (\$18.00) for each shift when transporting such material and/or equipment to attend a project, plus an additional seven dollars and fifty cents (\$7.50) per project, to a maximum of thirty-three dollars (\$33.00) per day, when transporting such material and/or equipment to more than one (1) project in any shift.
- (b) The foregoing allowances shall also apply to an employee(s) who is assigned to repair/adjustment type work and/or to small projects.
- (c) The Employer shall not be required to pay a transportation allowance to an employee who does not report to the Employer's place of business and is dispatched directly to a project and is not required to move during a shift.

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

ARTICLE 8.000 - HIRING AND MOBILITY OF WORKFORCE

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

8.100 Hiring

- 8.101** The Union shall assist the Employer in supplying qualified prospective employees. Without restricting/limiting the foregoing, the Union shall, in particular, assist in supplying local resident employees when requested to do so by the Employer.
- 8.102** The Employer shall retain the right to refuse employment to an individual if the Employer does not believe that such individual is suitable for the available work.
- 8.103** (a) There shall be no restrictions/limitations on the Employer's right to hire an employee(s), if such employee(s) is/are a Union member at time of hire. For example, the Employer shall retain the option to directly hire a Union member(s), and/or to obtain a Union member(s) from another signatory Employer, and/or to direct the Union to dispatch a Union member(s), either via "name request" or "general request", with such dispatch to be processed in accordance with Article 8.104.

(b) Notwithstanding Article 8.103 (a), if the Employer is unable to hire a Union member(s) to perform the available work, the Employer may hire an individual who is not a Union member in accordance with Article 8.104. Refer also to Article 4.301 (b) (iii).
- 8.104** (a) The Employer shall advise the Union, in writing, with respect to the project details (e.g. location, compensation, etc.), and the number and classification of employees required. The Union shall then have forty-eight (48) hours in which to dispatch the requested employee(s) to the Employer. Refer also to Article 8.400.

(b) In the event the Union is unable to dispatch the requested employees to the Employer in accordance with Article 8.104 (a), the Employer may hire an individual(s) who is not a Union member.

(c) Notwithstanding Article 8.104 (b), whenever the Employer hires an individual who is not a Union member, the Employer shall provide the Union, in writing, with the name and contact information for such individual within seven (7) calendar days of hire, and such individual shall make application to become a Union member within fourteen (14) calendar days of hire. All terms and conditions of this Agreement shall otherwise apply from date of hire.
- 8.105** In the event an employee ceases to be a member in good standing of the Union, the Employer shall terminate the employment of such employee upon receiving written confirmation and direction to do so from the Union.

8.200 Mobility

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

- > Initial travel allowance shall be paid to the non local resident employee from his/her point of dispatch to the first project in accordance with Article 7.200, and
- > The "per road kilometre" travel allowance rate provided for within Article 7.102 (b) shall be paid to the non local resident employee for all road kilometres travelled, one (1) way, from the first project to the second project, and
- > Terminal travel allowance shall be paid to the non local resident employee from the second project back to his/her point of dispatch in accordance with Article 7.200.

8.300 Dispatch Paperwork

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

8.400 Differentiation of Employee Classifications

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

8.500 Reduction in Project Crew

8.501 The Employer shall notify the Job Steward prior to a reduction in the size of the project crew.

8.502 When it is necessary for the Employer to reduce the size of the project crew, preference of continued employment shall be given to Job Stewards.

8.600 Rehiring of Injured Employees

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

ARTICLE 9.000 - JOB STEWARDS AND UNION REPRESENTATIVES

9.100 Job Stewards

- 9.101** The Union shall notify the Employer of the appointment of all Job Stewards.
- 9.102** Job Stewards shall be recognized on all projects and shall not be discriminated against.
- 9.103** The Employer shall provide a Job Steward with sufficient time to carry out his/her duties.
- 9.104** Refer also to Article 8.502 regarding preference for continued employment of Job Stewards.

9.200 Union Representatives

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

9.300 Leaves of Absence

- 9.301** The Employer shall grant a non-paid leave of absence to an employee when requested, in writing, to do so by the Union. Such leave shall be for the purpose of attending to Union business, and shall not jeopardize the employee's continued employment.
- 9.302** The parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

ARTICLE 10.000 - HEALTH AND SAFETY

10.100 Safety Equipment

- 10.101 (a)** The Employer shall supply to employees, at no cost, all safety equipment, including hearing protective devices, except personal apparel (i.e. CSA approved hard hat, CSA approved footwear, clothing needed for protection against the natural elements, etc.).
- (b)** The Employer may deduct the cost of Employer supplied safety equipment from an employee's pay cheque if such equipment is not returned.
- 10.102** All equipment, tools, and materials shall conform and be utilized in conformity

with applicable provincial and/or federal regulations, acts and laws. Employer safety regulations shall be complied with provided they are not inconsistent with the foregoing. It shall not be considered a violation of this Agreement should an employee(s) refuse to work in conditions and/or use equipment that do not meet prescribed safety standards and/or regulations.

10.200 Accident Prevention Regulations

10.201 The parties to this Agreement shall, at all times, comply with the accident prevention regulations of the Workers Compensation Act and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. No employee shall be discharged because such employee fails to work under unsafe conditions as set out in the regulations.

10.202 (a) Any refusal by an employee to abide by known WSBC regulations or posted Employer safety regulations, after being duly warned, may be sufficient cause for dismissal.

(b) Employees shall abide by any/all project site rules at all times. Failure to do so may be sufficient cause for discipline up to and including dismissal.

10.203 Any employee may refuse to work where, in the opinion of such employee, adequate safety precautions have not been provided.

10.300 Project Inspections

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

10.400 Injured or Sick Employees

10.401 (a) The Employer shall cover all transportation costs not otherwise covered by the WSBC for any employee who is injured on an out-of-town project and subsequently requires transportation to either his/her point of dispatch or back to the project. The foregoing shall also apply for any employee who becomes ill or is injured in an accident not covered by WCB, if the first aid attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.

(b) Notwithstanding Article 10.401 (a), the employee shall contact the Employer prior to returning to his/her point of dispatch in order to coordinate the timing, mode and related details of transportation. More specifically, the Employer shall not be responsible for transportation costs unless such contact occurred.

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

10.403 Refer also to Article 8.600.

10.500 Substance Abuse Testing and Treatment Program Policy

The parties to this Agreement agree to be bound to the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy and the decisions of the Policy Administration Committee, including those decisions with respect to implementation of an industry Employee and Family Assistance Program (EFAP).

ARTICLE 11.000 - WORKING CONDITIONS

11.100 Harassment

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

11.200 Project Facilities

11.201 Toilets

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

11.202 Drinking Water

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

11.203 Telephone Access

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

11.204 Clean Up Facilities

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

11.300 Tools and Equipment

11.301 Employer Supplied Tools and Equipment

(a) The Employer shall supply any/all tools and/or equipment other than the ordinary tools and/or equipment of a floorlayer. Such Employer supplied tools and/or equipment shall include all power tools, power stretchers, power

staplers, seaming irons and attachments, tile cutters, and rollers. No employee shall be required to supply these tools, nor shall it be a condition of employment. All specialty knife blades shall also be supplied by the Employer to any employee who is engaged in the installation of any floor covering material(s) that contain abrasive substances (i.e. Altro-Floor).

- (b) Notwithstanding Article 11.301 (a), in the event an employee regularly supplies any/all of the tools and/or equipment provided for within such Article, the Employer shall be responsible for the cost of any/all repairs to such employee supplied tools and/or equipment, providing however, that such employee has been employed by the Employer for a reasonable period of time, and that the damage to the particular tools and/or equipment was not the direct result of work performed by the employee outside of the employ of the Employer.
- (c) The Employer shall provide adequate equipment or sufficient manpower to handle heavy or bulky materials on all projects.
- (d) All employees shall be responsible to return Employer supplied tools and/or equipment issued to them, subject to conditions outlined herein.

11.302 Employee Supplied Tools and/or Equipment

(a) Carpet and Resilient - Basic

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

awl (pin vise)	chalk line	chisels
claw hammer	dust brush and broom	extension cord and light
files (flat and triangular)	hack saw	level
measuring tape	metal punch	mitre box
moulding lifter	nail set	pencils
pliers	propane torch or electric heat gun	putty knives (assorted)
sandpaper	sharpening stone	screwdrivers (assorted)
tin snips	tool box	trowel
utility knife	wrench	wrenches (adjustable)

(b) Carpet - Additional

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

anchorite tool	carpet base cutter	carpet seam roller (flat)
carpet shears	carpet tucker	cookie cutter
cushion back cutter	driving bar	floor scraper
hammer stapler	knee kicker	knives (assorted)
loop pile cutter	napping shears	pad knife
patching trowel	porcupine roller	razor knife
rubber mallet	seam squeezer	sewing needles
stair tool	staple lifter	straight edge
strip cutter	squeeze bottles	tack hammer
wall trimmer		

(c) Resilient - Additional

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

- | | | |
|--------------------|-----------------------|-------------------------|
| bar scribe | corner scribe | divider |
| door pin tool | framing square | knives (assorted) |
| lamine hand roller | notched steel trowels | recess scriber |
| seam roller | seam sealer kit | straight edge (2 metre) |
| universal scriber | wall trimmer | |

(d) Hardwood - Basic

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

- | | | |
|--------------|--------------------|---------------|
| bevel square | block plane | broom |
| chalk line | combination square | floor scraper |
| frame square | hammer | hand saw |
| nail set | pencil scribe | pry bar |
| tape measure | utility knife | wood chisels |

11.400 Insurance

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

11.500 Responsibility for Damage

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

ARTICLE 12.000 - JOINT LABOUR/MANAGEMENT MEETINGS

12.100 Floor Covering Joint Conference Society (FCJCS)

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

12.200 Productivity

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

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

ARTICLE 13.000 - ENABLING PROVISIONS

13.100 Process

The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. Notwithstanding the foregoing, it shall be a violation of this Agreement for the parties to agree to the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR (i.e. Rehabilitation Fund) or individual dues to umbrella organizations, without the specific prior written consent of the BCBCBTU and CLR.

13.200 Refer to the parties' Letter of Understanding Re: Enabling Provisions for details. Copies of such Letter of Understanding can be obtained from either the Union or CLR.

ARTICLE 14.000 - GRIEVANCE PROCEDURE

14.100 Definition

14.101 (a) A grievance shall be defined as any "difference" between the parties to this Agreement with respect to its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.

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

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

14.200 Time Limits

14.201 In order to initiate a formal grievance, the aggrieved party must provide written notification to the responding party within thirty (30) calendar days of the date on

which the underlying "difference" is alleged to have occurred. Such notification shall include all relevant particulars of the formal grievance and all relevant and reliance documentation. The parties expressly agree that a formal grievance shall not be deemed to have been initiated unless/until the responding party has actually received a copy of the required written notification from the aggrieved party. All time limits shall be strictly enforced.

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

14.300 Step 1 (Informal Resolution)

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

14.400 Step 2 (Formal Resolution)

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

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

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

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

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

(b) The Arbitrator shall consider the relative merits of each of the proposed determinations/awards, and shall select one (1) of the proposed

determinations/awards in its entirety, and may not impose any alternative and/or modified determination/award without the prior mutual agreement of the parties.

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

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

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

14.500 Expenses

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

ARTICLE 15.000 - SAVINGS CLAUSE

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

15.200 In the event that any clause, section or article of this Agreement should be held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such clause, section or article during the period of invalidity or restraint.

15.300 In the event the parties do not agree on such a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure in accordance with Article 14.000.

SIGNATURE OF PARTIES

Dated this 1st day of August, 2013.

Signed on behalf of:

Construction Labour Relations
Association of BC

G.C. (Gregg) Sewell

Clyde Scollan

Dated this 1st day of August, 2013.

Signed on behalf of:

Floorlayers' Union Local 1541

Mike Autzen

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

Effective August 18, 2013

<u>Employee Classifications:</u>	%	Base Rate	VP/SHP 8%	Employer Contributions							Total Package
				Welfare Trust	Pension Plan	CAF	CIRP	SBCFE	JAP	BCBCBTU	
Journeyman											
> Foreman (FM)	115%	34.70	2.78	2.24	4.35	0.12	0.02	0.05	0.01	0.01	44.28
> Certified (CJP)	100%	30.17	2.41	2.24	4.35	0.12	0.02	0.05	0.01	0.01	39.38
> Uncertified Floorlayer (UCF)	90%	27.15	2.17	2.24	4.35	0.12	0.02	0.05	0.01	0.01	36.12
Apprentice or Semi Skilled Floorlayer (SSF)											
> 7 th Term or Level 7	90%	27.15	2.17	2.24	2.25	0.12	0.02	0.05	0.01	0.01	34.02
> 6 th Term or Level 6	85%	25.64	2.05	2.24	2.25	0.12	0.02	0.05	0.01	0.01	32.39
> 5 th Term or Level 5	80%	24.14	1.93	2.24	2.25	0.12	0.02	0.05	0.01	0.01	30.77
> 4 th Term or Level 4	70%	21.12	1.69	2.24	2.25	0.12	0.02	0.05	0.01	0.01	27.51
> 3 rd Term or Level 3	65%	19.61	1.57	2.24	2.25	0.12	0.02	0.05	0.01	0.01	25.88
> 2 nd Term or Level 2	55%	16.59	1.33	2.24	2.25	0.12	0.02	0.05	0.01	0.01	22.62
> 1 st Term or Level 1	50%	15.09	1.21	2.24	2.25	0.12	0.02	0.05	0.01	0.01	21.00
Material Handler (MH)	45%	13.58	1.09	2.24	N/A	0.12	0.02	0.05	0.01	0.01	17.12

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

Effective August 18, 2013

Employee Classifications

<u>Employer Contributions:</u>	FM	CJP	UCF	7	6	5	4	3	2	1	MH
Floorlayers Industry Welfare Trust	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24	2.24
Floorlayers Industry Pension Plan	4.35	4.35	4.35	2.25	2.25	2.25	2.25	2.25	2.25	2.25	N/A
CAF (Contract Administration Fund)	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
CIRP (Rehabilitation Plan)	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
SBCFE (Society of BC Floorcovering Employers)	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
JAPlan	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
BCBCBTU	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
* Total Employer Contributions	6.80	6.80	6.80	4.70	4.70	4.70	4.70	4.70	4.70	4.70	2.45
<u>Employee Deductions:</u>											
Union Dues and Administration	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77
Union Training Fund	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
* Total Employee Deductions	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17
Total Hourly Remittance	7.97	7.97	7.97	5.87	5.87	5.87	5.87	5.87	5.87	5.87	3.62

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

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS

PAGE #1 of 3

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

1. BCBCBTU

Bargaining Council of British Columbia Building Trade Unions

2. BCYT

British Columbia and Yukon Territory Building and Construction Trades Council

3. CLR

Construction Labour Relations Association of B.C.

4. CSA

Canadian Standards Association

5. 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.

6. 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.

7. Gender

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

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS

PAGE #2 of 3

8. Hours Earned

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

9. Hours Worked

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

10. Industrial Construction

Shall include production plants such as pulp mills; chemical plants; refineries, including the transmission facilities; metre pumping; compressor stations; munitions plants; mines; power generating plants; bulk loading terminals; dams; breweries; and any/all other projects which are mutually agreed to by the parties.

11. LRB

British Columbia Labour Relations Board

12. Local

An affiliated Local of the Union.

13. Local Resident Employee

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

14. Lower Mainland/Fraser Valley

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

APPENDIX "A" - DEFINITIONS AND ABBREVIATIONS

PAGE #3 of 3

15. SBCFE

Society of BC Floorcovering Employers

16. UBCJA

United Brotherhood of Carpenters and Joiners of America

17. Union

(a) Floorlayers' Union Local 1541 (United Brotherhood of Carpenters and Joiners of America).

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

18. WSBC

WorkSafe BC (the Workers' Compensation Board of BC)

APPENDIX "B" - SCHEDULE OF STATUTORY HOLIDAYS

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>
New Years' Day	Tuesday, Jan. 1 st	Tuesday, Jan. 1 st
Family Day	Monday, Feb. 11 th	Monday, Feb 11 th
Good Friday	Friday, Mar. 29 th	Friday, Mar. 29 th
Easter Monday	Monday, Apr. 1 st	Monday, Apr. 1 st
Victoria Day	Monday, May 20 th	Monday, May 20 th
Canada Day	Monday, July 1 st	Monday, July 1 st
Friday before BC Day	Friday, Aug. 2 nd	Friday, Aug. 2 nd
BC Day	Monday, Aug. 5 th	Monday, Aug. 5 th
* Friday before Labour Day	Friday, Aug. 30 th	Friday, Aug. 30 th
Labour Day	Monday, Sept. 2 nd	Monday, Sept. 2 nd
Thanksgiving	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

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

* Notwithstanding Article 4.503 (a), the Friday preceding Labour Day may be floated on any residential, commercial and/or institutional project(s) and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee. The Friday preceding Labour Day may not be floated on an industrial project.