

**“INTERIM”
BCRCC SCAFFOLDERS ALL EMPLOYEE
STANDARD
COMMERCIAL/INSTITUTIONAL
AGREEMENT**

By and Between:

**British Columbia Regional
Council of Carpenters (BCRCC)**

(On behalf of its affiliated Local Unions)

(the “Union”)

And:

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

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

(the “Employer”)

(collectively, the “Parties”)

May 01, 2016 to April 30, 2019

(Effective on all hours worked from May 01, 2016 onward.)

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ARTICLE 1.000 - OBJECTS

The objects of this Agreement are to establish fair, reasonable and safe working conditions which will provide a mutually beneficial employment relationship between employees and Employers; an effective training strategy which will contribute to the development of a qualified and multi-skilled workforce that will elevate the trade; a mutually agreed upon method to facilitate the peaceful resolution of all disputes and grievances; prevent strikes and lockouts; and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the industry.

ARTICLE 2.000 - EFFECTIVE DATE AND DURATION

- 2.100** This Agreement shall be for the period from and including May 1, 2016, to and including April 30, 2019, and from year to year thereafter subject to the right of either Party to this Agreement, within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30, 2019, or immediately preceding the last day of April in any year thereafter, by written notice to require the other Party to this Agreement to commence collective bargaining.
- 2.200** Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Employer shall give notice of a lockout, or the Parties shall conclude a renewal or revision of this Agreement, or a new collective agreement.
- 2.300** The operation of Section 50 (2) and Section 50 (3) of the Labour Relations Code is hereby excluded.
- 2.400** A copy of this Agreement shall be filed with the LRB.

ARTICLE 3.000 - EXTENT

3.100 Recognition

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

3.200 Management Rights and Subcontracting

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

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

This Agreement shall govern only commercial and/or institutional work which is

being performed in the province of British Columbia by bargaining unit members who are employees of the Employer. 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.

3.302 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 3.302 (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 3.302 (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.

ARTICLE 4.000 - MONETARY PACKAGE

4.100 Monetary Package

Refer to Schedules "A1" and "A2".

4.200 Allocation of Monetary Package

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 Union Benefit Plan, the Union 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.

4.300 Wages and Premiums

4.301 Minimum Straight Time Hourly Wage Rates

The schedules of minimum straight time hourly wage rates as provided for within Schedules "A1" and "A2" shall apply to all work performed in accordance with this Agreement. Notwithstanding the foregoing, refer to Articles 4.302 through 4.304

for important clarifications and exceptions.

4.302 First Aid Attendant

An employee who acts as a First Aid Attendant shall have his/her otherwise applicable straight time hourly wage rate increased by seventy-five cents (\$0.75) per hour earned.

4.303 Swing Stage and Bosun Chair

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

4.304 Helicopters

- (a)** An employee who, during the course of a shift, is required to work directly with a helicopter, shall have his/her otherwise applicable hourly wage rate increased by twenty-five percent (25%). Such increase shall be paid for all hours of work performed on such shift.
- (b)** The words, "to work directly with a helicopter" contained in Article 4.304 (a) shall be deemed to apply only to an employee expressly and specifically directed to perform work simultaneously, and in conjunction with, the use of a helicopter at his/her station of work. Nothing in Article 4.304 (a) shall be construed or interpreted in such manner as would entitle an employee to claim helicopter premiums for any other work performed on materials subsequently carried by helicopter, or for work in advance of, or preparatory to, operations subsequently performed with the use of a helicopter.
- (c)** Article 4.304 (a) shall not apply to an employee who, during the course of a day, is not required to work with a helicopter, but who is transported to the project by helicopter. Notwithstanding the foregoing, such an employee shall receive a premium of one (1) additional hour per shift at his/her otherwise applicable minimum straight time hourly wage rate.

4.305 Metro Travel Premium Discontinued Effective October 11, 2011.

The following provision has been included within this Agreement for historical reference purposes only.

The payment of a metro travel premium was discontinued effective October 11, 2011. In its place, from such date onward, a premium of one dollar (\$1.00) per hour earned has been applied to the Tradesperson's minimum straight time hourly wage rate for work performed inside the Lower Mainland/Fraser Valley. This premium is reflected within Schedules "A1" and "A2" as included within this Agreement and all other employee classifications have been re-calculated

accordingly.

4.400 Employee Classifications

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.

4.401 Foreman

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.

- (a) When more than six (6) employees are employed, a "non working" Foreman shall be employed. The Employer shall not divide employees into several crews for the purpose of not having to employ a "non working" Foreman.
- (b) The minimum straight time hourly wage rate for a Foreman shall be one hundred fifteen percent (115%) of the applicable Tradesperson minimum straight time hourly wage rate on the project.

4.402 Semi Skilled Worker (SSW)

- (a) There shall be eight (8) Semi Skilled Worker (SSW) classifications. The Employer shall retain the sole discretion to determine the appropriate classification for each SSW after having judged such individual's competency, merit and ability.
- (b) The minimum straight time hourly wage rate for an SSW shall be the applicable percentage of the applicable Tradesperson minimum straight time hourly wage rate on the project.

Level 1 SSW = 50%	Level 5 SSW = 70%
Level 2 SSW = 55%	Level 6 SSW = 75%
Level 3 SSW = 60%	Level 7 SSW = 85%
Level 4 SSW = 65%	Level 8 SSW = 90%

- (c) Refer to Schedules "A1", "A2", "B1" and "B2" for a breakdown of the eight (8) SSW monetary packages.

4.403 Apprentice

- (a) There shall be eight (8) 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) Foreman or Tradesperson. Such ratio shall apply on a company wide basis.

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

1 st Term Apprentice = 50%	5 th Term Apprentice = 70%
2 nd Term Apprentice = 55%	6 th Term Apprentice = 75%
3 rd Term Apprentice = 60%	7 th Term Apprentice = 85%
4 th Term Apprentice = 65%	8 th Term Apprentice = 90%

- (c) Refer to Schedules "A1", "A2", "B1" and "B2" for a breakdown of the eight (8) Apprentice monetary packages.

4.404 Material Handler/Pre-Apprentice

The work of a Material Handler/Pre-Apprentice shall include the handling on the job site of all material.

- (a) The Parties recognize the importance of recruiting future Apprentices. The Material Handler/Pre-Apprentice classification provides the opportunity to expose new workers to the industry and to determine their suitability. A Material Handler/Pre-Apprentice shall, in the case of competent workers, be a possible source of future Apprentices.
- (b) The minimum straight time hourly wage rate for a Material Handler/Pre-Apprentice shall be forty-five percent (45%) of the applicable Tradesperson minimum straight time hourly wage rate on the project.

4.500 Annual Vacation and Statutory Holidays

4.501 Vacation Pay and Statutory Holiday Pay

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

4.502 Annual Vacation

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

4.503 Statutory Holidays

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

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the Friday preceding BC Day, BC Day, the Friday preceding

Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and/or any other day so proclaimed by the federal and/or provincial government. When a statutory holiday falls on a Saturday or Sunday, the following working day(s) shall be observed.

- (b) Notwithstanding Article 4.503 (a), the Friday preceding Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.
- (c) All work performed on statutory holidays, or days observed in place thereof, shall be paid for at two (2) times the otherwise applicable straight time hourly wage rate. No work shall be performed on Labour Day.

4.600 Employer Contributions

The schedules of Employer contributions as provided for within Schedules "B1" and "B2" shall apply to all work performed in accordance with this Agreement. All Employer contributions shall be calculated on the basis of hours worked.

4.601 Union Benefit Plan

The Employer shall contribute the required amount(s) to the Union Benefit Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2".

4.602 Union Pension Plan

The Employer shall contribute the required amount(s) to the Union Pension Plan in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2". No Employer contribution to the Union Pension Plan shall be required on behalf of a Material Handler/Pre-Apprentice.

4.603 CLR Contract Administration Fund (CAF)

- (a) The Employer shall contribute the required amount(s), inclusive of GST, to the CAF in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2". Notwithstanding the foregoing, CLR may alter the required amount by providing the Union with sixty (60) calendar days' written notice. CLR shall bear any/all costs which may be incurred as a result of having to change the monthly report to the administrator because of a change in the Employer contribution to the CAF.
- (b) The Union shall collect and forward to CLR, without exception, all monies designated for the CAF and received in accordance with the monthly report to the administrator. Payment to CLR shall be made by the Union not later

than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement. A designated representative of CLR may inspect, upon appointment, the receipts and records of the Union related to the CAF.

4.604 Carpentry Employers Association of BC (CEA)

- (a) The Employer shall contribute the required amount(s) to CEA in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2". Notwithstanding the foregoing, CEA may alter the required amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to CEA, without exception, all monies designated for CEA and received in accordance with the monthly report to the administrator. Payment to CEA shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

4.605 BC Construction Industry Rehabilitation Plan (CIRP)

The Employer shall contribute the required amount(s) to the CIRP in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2".

4.606 Association of BC Scaffold Contractors (ABCSC)

- (a) The Employer shall contribute the required amount(s) to the ABCSC in the manner set forth in Article 5.000. Such amount(s), and the effective date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2". Notwithstanding the foregoing, the ABCSC may alter the required amount by providing the Union with sixty (60) calendar days' written notice.
- (b) The Union shall collect and forward to the ABCSC, without exception, all monies designated for the ABCSC and received in accordance with the monthly report to the administrator. Payment to the ABCSC shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each Employer working under this Agreement.

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

- (a) The Employer shall contribute the required amount(s) to the D&A Policy in the manner set forth in Article 5.000. Such amount(s), and the effective

date(s) applicable thereto, shall be as stipulated within Schedules "B1" and "B2".

- (b) The D&A Policy, as agreed to between the BCBCBTU and CLR shall be binding upon the Parties. In particular, the Parties shall be bound by the decisions of the Policy Administration Committee (PAC) of the D&A Policy with respect to the implementation of an Industry Employee and Family Assistance Program (EFAP) providing such decisions have been endorsed by both the BCBCBTU and CLR.

4.700 Employee Deductions

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

4.800 Payment of Wages

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

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

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

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

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

4.900 Bonding and Payroll Failures

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

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

ARTICLE 5.000 - MONTHLY REMITTANCES

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

5.100 General Provisions

- 5.101** The Employer shall remit all Employer contributions and employee deductions required under the terms of this Agreement, on behalf of all employees working under the terms of this Agreement. Refer to Schedules "B1" and "B2".

- 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 also 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).

- (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 Articles 6.402 (a) and 6.402 (b).

(a) Day Shift

No shift premium.

(b) Afternoon Shift and Night Shift

The applicable minimum straight time hourly wage rate shall be increased by eight percent (8%) for each hour worked on an Afternoon Shift, and by

seventeen percent (17%) for each hour worked on a Night Shift.

- (i) Second and subsequent meal breaks shall not be considered as hours worked.
- (ii) Overtime shall be payable for all hours of work performed in excess of eight (8) hours per shift. Refer also to Article 6.204.
- (iii) An Afternoon Shift shall be defined as any shift which commences at any time after 9:00 am but before 8:30 pm. A Night Shift shall be defined as any shift which commences at any time on or after 8:30 pm but on or before 1:00 am.

6.500 Call-Out Time

- 6.501** When an employee is called out for work, the Employer shall pay such employee for a minimum of one-half ($\frac{1}{2}$) of the scheduled shift hours at the otherwise applicable straight time or overtime hourly rate, regardless of whether or not the employee actually commenced work. Notwithstanding the foregoing, when an employee works more than one-half ($\frac{1}{2}$) of the scheduled shift hours, the Employer shall pay such employee for the full shift.
- 6.502** Notwithstanding Article 6.501, when work cannot commence or continue due to inclement weather or for reasons of safety, the Employer shall decide which employees shall be required to work inside and the Job Steward shall discuss with the remainder of the crew whether they wish to continue to work or not. In the event a majority agree that work cannot proceed, then only time actually worked shall be paid.
- 6.503** Notwithstanding Article 6.501 and/or Article 6.502,
 - (a) in the event an employee reports to work after the scheduled start time of his/her shift, and/or elects to leave work prior to the scheduled completion of his/her shift, such employee shall only be paid for actual hours worked.
 - (b) in the event the Employer is unable to provide an employee(s) with sufficient work for a "full shift" on any scheduled shift, such Employer may advise the employee(s) accordingly and shall only be required to pay such employee(s) the greater of either four (4) hours or actual hours worked.

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 Appendix "D" for details.

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

7.100 Local Resident Employee

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

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

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

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

First forty (40) road kilometres,
each way, each day not applicable

All additional road kilometres,
each way, each day pursuant to Appendix "C"

7.200 Non Local Resident Employee - Initial and Terminal Travel Allowance

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

- 7.201** 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.

ARTICLE 8.000 - HIRING AND MOBILITY OF WORKFORCE

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

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, including but not limited to the Employer's right to hire via name request.
- (b)** Notwithstanding Article 8.103 (a), whenever the Employer hires an individual who is not a Union member, such individual shall make application to become a Union member within fourteen (14) calendar days of hire and the

Union shall accept such individual into its membership unless the Parties mutually agree, in writing, to the contrary. All terms and conditions of this Agreement shall otherwise apply from date of hire.

8.104 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.

8.105 Any employee hired and/or transferred in accordance with Article 8.000 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.

8.200 Mobility

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

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

8.300 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, Tradesperson, Semi Skilled Worker, Apprentice, and/or Material Handler/Pre-Apprentice) 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 4.403 (a).

8.400 Reduction in Project Crew

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

8.402 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.

8.500 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 8.402 regarding preference for continued employment of Job Stewards.

9.200 Union Representatives

Union Representatives shall have access to all projects governed by this Agreement, after first notifying the Employer, however in no way shall such Representative(s) interfere with employees during working hours unless permission is granted.

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

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, rubber clothing, etc.). Only

safety belts with leg and shoulder straps are to be used.

- (b) An employee may use his/her own CSA approved safety harness and lanyard, providing such equipment is in satisfactory condition and has been approved for use by the Employer. Notwithstanding the foregoing, where an employee chooses to use an Employer supplied safety harness and lanyard, such employee shall return such harness and lanyard in good condition when asked to do so or upon termination of employment.
- (c) 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.

10.103 The Employer shall supply welders' leather vests or jackets and leather gauntlet gloves to all employees assigned to welding work, on a "charge-out" basis.

10.200 Accident Prevention Regulations

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

10.202 (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 shall constitute just cause for termination.

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 The Employer shall cover all transportation costs not otherwise covered by the WSBC for any employee residing in Employer supplied accommodation who is injured on the 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 residing in Employer supplied accommodation who becomes ill or is injured in an accident not covered by WSBC, if the First Aid Attendant or a doctor recommends off-site treatment or a return to the employee's point of hire.

10.402 If an employee requires off-site medical attention which necessitates no return to work on that day, or where a qualified Occupational 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 8.500 and Article 11.502.

ARTICLE 11.000 - WORKING CONDITIONS

11.100 Harassment and Discrimination

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

11.200 Project Facilities

11.201 Toilets

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

11.202 Drinking Water

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

11.203 Telephone Access

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

except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

11.204 Clean Up Facilities

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

11.300 Lockup

The Employer shall not be required to provide a lockup on any project of short term duration unless it is economically practical to do so. On all other projects, the following standards shall apply.

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

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

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

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

11.400 Vehicles

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

11.500 Tools, Equipment and Protective Clothing

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

11.502 The cost of transporting an employee's tools shall be paid for by the Employer. Notwithstanding the foregoing, although employees will normally take their tools with them, when the Employer makes other arrangements for transporting an employee's tools such employee shall not suffer loss of wages because his/her tools are not available to him/her. The Employer agrees to transport the tools of an injured or sick employee to the employee's point of dispatch.

11.503 An employee shall provide the ordinary tools of his/her trade. The ordinary tools of a scaffolder shall include, as a minimum, a hammer, tool belt, torpedo level, and twenty-five foot (25') measuring tape.

11.504 If the following tools or equipment - ladder, straight edge, saw horse, stapling gun, hand clamp, power tools, or any other than ordinary tradespersons' tools, are desirable for the better carrying out of work, they shall be supplied by the Employer.

11.505 In the event an employee's outer clothing and/or footwear is substantially damaged due to the handling of creosoted or tarred materials or chemical substances in the line of the employee's duties, and protective clothing has not otherwise been provided, cost of cleaning or replacement shall be borne by the Employer.

11.600 Loss of Tools

11.601 The Employer shall request, in writing, that each employee submit a written inventory of his/her tools and working apparel to the Employer on a project by project basis. It is strongly encouraged that the Employer make such request prior to each employee's commencement of work on a project, but such request can be made at any time. Regardless, in the event of a dispute, the Employer shall have the burden to prove if and/or when such request was made to each employee.

11.602 (a) If the employee submits his/her written inventory prior to date of loss, or in the event the Employer did not fulfill its responsibility in accordance with Article 11.601 prior to date of loss, 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.

(b) However, in the event the Employer did fulfill its responsibility in accordance with Article 11.601, but the employee had not yet submitted his/her written inventory prior to date of loss, the Employer shall have no obligation to replace the employee's tools and working apparel.

(c) In order to ensure there is no dispute over if and/or when the employee submitted his/her inventory, the employee shall have the Employer initial and date a copy when the original inventory is submitted and shall retain such copy on file for reference purposes.

ARTICLE 12.000 - JOINT LABOUR/MANAGEMENT MEETINGS

The Parties may meet to address issues of mutual interest and importance. Such meeting(s) shall be scheduled on an "as needed basis". Any proposed changes to this Agreement which are mutually agreed to by the Parties at such meeting(s) shall be in writing, but shall not be implemented unless/until such changes are duly ratified by the Parties.

ARTICLE 13.000 - ENABLING PROVISIONS

13.100 Process

- 13.101** The Union and an Employer(s) may determine on a project by project, area, or sector basis, if special dispensation is required to become competitive, and should the necessity arise, may by mutual agreement, in writing, amend or delete terms or conditions of this Agreement for the duration of the project. Notwithstanding the foregoing, it shall be a violation of this Agreement for the Parties to agree to the reduction and/or elimination of any joint industry funds negotiated between the BCBCBTU and CLR (i.e. Rehabilitation Fund) or individual dues to umbrella organizations, without the specific prior written consent of the BCBCBTU and CLR.
- 13.102** Article 13.000 is specifically intended to provide Employers with competitive relief where deemed necessary. As a result, no enabling package, or individual term or condition therein, shall include a provision, not already provided for in this Agreement, which in any way either increases the Employer's cost and/or decreases the Employer's flexibility with respect to any term of this Agreement. Refer to Article 13.103 for further details and examples.
- 13.103** The following example is offered to clarify the intent of Article 13.102. It is not meant to be inclusive of every possible situation, but merely to illustrate potential circumstances which could ultimately arise.
- > If the Union provides competitive relief (e.g. reduction of rates, relaxation of crewing ratio restrictions, suspension of premiums, broadening of start time flexibility, mobility of members, etc.), but makes such relief contingent upon the Employer purchasing material from a Union signatory supplier, and/or waiving their right to utilize existing name request and/or recall provisions, then such contingency shall not be enforceable.

13.200 Participation

- 13.201** In recognition of the close working relationship on projects between the Union and other BCBCBTU affiliates, the Parties acknowledge the need for enabling relief to be generally consistent. As a result, the Parties agree to work towards achieving this objective wherever possible. Notwithstanding the foregoing, the Parties also acknowledge the individual autonomy of the Union and agree that nothing herein shall be interpreted as an agreement to limit that autonomy in any way.
- 13.202** Unless otherwise mutually agreed to in writing by the Parties, neither the Union nor an individual Union Local(s) shall decline to participate in good faith in the process contemplated by Article 13.000 of this Agreement. The Parties expressly agree that the Union and/or an individual local(s) of the Union would be in violation of foregoing if the Union and/or an individual local(s) of the Union were to decline an Employer's enabling request pursuant to either a formal or informal (i.e. blanket) policy of refusal. Individual union members shall retain the right to

refuse a dispatch to an enabled project, but neither the Union nor an individual local(s) of the Union shall encourage or otherwise counsel its members to do so.

ARTICLE 14.000 - GRIEVANCE PROCEDURE

14.100 Definition

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

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

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

14.200 Time Limits

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

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

14.300 Step 1 (Informal Resolution)

Once a formal grievance has been initiated, the parties shall make a concerted good faith

effort to work out a mutually agreeable resolution. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, the aggrieved party shall be deemed to have abandoned the formal grievance in the event notice of referral to Mr. Michael Fleming (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)

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 Mr. Michael Fleming for final and conclusive determination as follows. Notice of such referral shall be provided, in writing, to both the responding party and Mr. Fleming. Notwithstanding the foregoing, in the event Mr. Fleming is not available to the parties, the parties shall mutually agree upon a replacement. (Note: The parties expressly agree that all references to Mr. Michael Fleming within Article 14.000 shall be interpreted as "Mr. Fleming or his replacement " in the event a replacement for Mr. Fleming is mutually agreed upon in accordance with such Article.)

- 14.401** Mr. Fleming shall meet with the parties and shall attempt to facilitate a mutually agreeable resolution.
- 14.402**
 - (a)** In the event Mr. Fleming 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 Mr. Fleming. Mr. Fleming shall determine his own procedure, including timing, for such submissions. Upon receipt of both proposed determinations/awards, Mr. Fleming shall provide a copy to each party.
 - (b)** Mr. Fleming 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)** Mr. Fleming shall provide a summary of the reasons for his decision within his award.
- 14.403** Notwithstanding any/all contrary provisions of Article 14.000, Mr. Fleming 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 5th day of April, 2017.

Dated this 5th day of April, 2017.

Signed on behalf of:

Signed on behalf of:

Construction Labour Relations
Association of BC

British Columbia Regional Council of
Carpenters

G.C. (Gregg) Sewell
Taylor Dong

Hamish Stewart
Mark Derten

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

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

1. ABCSC

Association of BC Scaffold Contractors

2. BCRCC

British Columbia Regional Council of Carpenters

3. BCBT

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

4. CEA

Carpentry Employers Association of BC

5. CLR

Construction Labour Relations Association of B.C.

6. CSA

Canadian Standards Association

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.

APPENDIX "A"
DEFINITIONS AND ABBREVIATIONS

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

9. Gender

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

10. Hours Earned and Hours Worked

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

11. Industrial Construction

- (a) 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.
- (b) On industrial construction projects, any employee required to work underground shall receive a premium of ten percent (10%) over and above the otherwise applicable minimum hourly wage rate. The foregoing shall not apply to work performed within open ditches or basements of buildings.

12. LRB

British Columbia Labour Relations Board

13. Local

An affiliated Local of the Union.

14. 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.

15. 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

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

16. Union

- (a) British Columbia Regional Council of Carpenters (BCRCC), acting on behalf of its affiliated Locals.
- (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.

17. UBCJA

United Brotherhood of Carpenters and Joiners of America

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. 2016

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

2. 2017

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

* 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. Refer to Article 4.503 (b).

APPENDIX "B"
SCHEDULE OF STATUTORY HOLIDAYS

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

3. 2018

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

4. 2019

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

* 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. Refer to Article 4.503 (b).

APPENDIX "C"
SCHEDULE OF TRAVEL ALLOWANCE AMOUNTS

A. Application

The following schedule of travel allowance amounts shall govern the daily travel allowance amounts payable in accordance with Article 7.102 (b), and the project transfer travel allowance amounts payable in accordance with Article 8.200. Refer also to item B. below.

Effective

January 1, 2016	First 5,000 road kilometres actually driven =	\$0.54 per road kilometre
	All additional road kilometres actually driven =	\$0.48 per road kilometre
January 1, 2017	First 5,000 road kilometres actually driven =	\$0.54 per road kilometre
	All additional road kilometres actually driven =	\$0.48 per road kilometre

B. Annual Adjustments

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

APPENDIX "D"

LETTER OF INTERPRETATION RE: MEAL BREAKS

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

A. Shifts in Excess of Ten (10) Hours

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

1. Scheduled Shifts

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

2. Unscheduled Overtime Shifts

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

B. Objective

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

C. Paid Meal Breaks and Hot Meals

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

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

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

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

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

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

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E. Meal Breaks on Unscheduled Overtime Shifts

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

Option #1 - Early Decision to Work Unscheduled Overtime

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

Option #2 - Late Decision to Work Unscheduled Overtime

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

a. Default Provision

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

b. Flexible Provision

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

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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 (1/2) 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 (1/2) 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 "E"
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 April 5, 2017, the following employers have authorized CLR to bargain a renewal BCRCC Scaffolders All Employee Standard Commercial/Institutional Agreement with the British Columbia Regional Council of Carpenters and to sign such Agreement on their behalf.

1. High Standard Scaffolding Ltd.
2. Industrial Scaffold Services LP
3. Safway Services Canada Incorporated
4. Sky-Hi Scaffolding Ltd.
5. Skyhigh Canada Limited
6. Steeplejack Contracting Ltd.
7. WestCan Scaffolding Inc.